

**GLOUCESTER CITY BOARD OF EDUCATION
GLOUCESTER CITY, NEW JERSEY 08030**



**Competitive Contracting
Request for Proposal (RFP)**

Proposal Specifications & General Requirements

CONSTRUCTION MANAGEMENT SERVICES

Proposal No: CC/RFP 02-2024/25

Wednesday, April 17, 2024

Proposal Opening Date

12:00 Noon

Proposal Opening Time

Sarah J. Bell

School Business Administrator/Board Secretary

**GLOUCESTER CITY BOARD OF EDUCATION
GLOUCESTER CITY, NEW JERSEY 08030**

Competitive Contracting-- Request for Proposals (RFP)

Legal Advertisement

The Gloucester City Board of Education solicits proposals through the Competitive Contracting process in accordance with N.J.S.A. 18A:18A-4.1 et seq.

CC/RFP 02-2024/25

CONSTRUCTION MANAGEMENT SERVICES

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

Sarah J. Bell

School Business Administrator/Board Secretary
Gloucester City Board of Education
1300 Market Street
Gloucester City, New Jersey 08030
Email: sbell@gcsd.k12.nj.us

Proposals must be submitted in a sealed envelope and delivered to the Office of the School Business Administrator/ Board Secretary of the Gloucester City Board of Education, **on or before** the date and time indicated below.

The envelope is to bear the following information:

Title: **Construction Management Services**
Proposal No.: **CC/RFP 02-2024/25**
Name and Address of the Respondent
Proposal Due Date: **Wednesday, April 17, 2024**
Proposal Opening Time: **12:00 Noon**

Location of Proposal Opening

GLOUCESTER CITY BOARD OF EDUCATION
1300 Market Street
Gloucester City, New Jersey 08030

The proposal opening process will begin on the advertised date and time at the Gloucester City Board of Education, 1300 Market Street, Gloucester City, New Jersey 08030. Proposals may also be submitted to the School Business Administrator/Board Secretary or designee at the proposal 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 proposals.

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

The Board of Education does not accept electronic (e-mail) submissions of Competitive Contracting proposals at this time.

All respondents 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.

Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, Bidders (proposers) 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 filed with the proposal. The proposal package will also include other documents that must be completed and returned with the proposal. Failure to complete and submit all required forms may be cause for disqualification and rejection of the proposal.

The Board of Education reserves the right to disqualify any or all vendors pursuant to N.J.S.A. 18A:18A-4.5 (b), and/or 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.

All proposals solicited and received are done so pursuant to the Competitive Contracting Process. N.J.S.A. 18A:18A-4.1 et seq.

Sarah J. Bell
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 district 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 district officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the 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 of Education 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 of Education, 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.

GLOUCESTER CITY BOARD OF EDUCATION

PROPOSAL CHECKLIST

A. Documents to be Returned with the Proposal

1. Acknowledgment of Addenda
2. Affirmative Action Questionnaire or Certificate of Employee Information Report
3. Assurance of Compliance
4. Chapter 271 Political Contribution Disclosure Form
5. Contractor/Vendor Questionnaire / Certification
6. Financial Guarantee (Bid Bond, Cashier's Check, or Certified Check)—Not Required!
7. Non-Collusion Affidavit
8. Proposal Form
9. Statement of Ownership

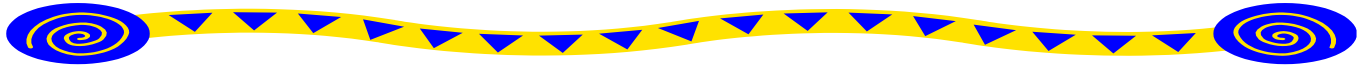
The documents listed above when required, are to be submitted with the Proposal package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A-2(y).

B. Reminder Checklist

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

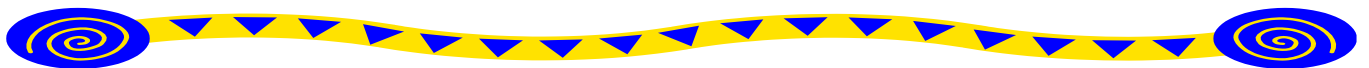
<u>Item</u>	<u>Yes</u>	<u>No</u>
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered the questions fully and accurately?		
3. Have you signed all your documents (blue ink)? Facsimile, rubber-stamped, electronic or digital signatures are not acceptable.		
4. Have you prepared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

GLOUCESTER CITY BOARD OF EDUCATION



Competitive Contracting

GENERAL SPECIFICATIONS



Sarah J. Bell

School Business Administrator/Board Secretary

GLOUCESTER CITY BOARD OF EDUCATION

Competitive Contracting/Request for Proposals (RFP)

CONSTRUCTION MANAGEMENT SERVICES

PROPOSALS ARE

TO BE SUBMITTED TO:

Sarah J. Bell
School Business Administrator/Board Secretary
Gloucester City Board of Education
1300 Market Street
Gloucester City, New Jersey 08030

BY: 12:00 Noon PREVAILING TIME

ON: Wednesday, April 17, 2024

The proposals may be delivered by mail, delivery service, or in person. Proposals are to be submitted in a sealed envelope. The envelope will be unsealed and the contents announced at the proposal opening meeting.

Proposals must be placed in a *sealed* envelope/package and clearly marked with the **Construction Management Services** on the front of the envelope/package. Proposals ***must be*** submitted in ***duplicate*** on the submittal forms as provided, and in the manner designated. The Board of Education requires one original and one duplicate copy of the proposal package. The duplicate is necessary for processing the proposals. Respondents should also keep a complete copy of the proposal packet, exactly as submitted.

Envelope Label Information

All respondents are to clearly label the cover of the sealed envelope as follows:

Title: **Construction Management Services**
CC Number CC/RFP 02-2024/25
Name and Address Respondent
CC Due Date: Wednesday, April 17, 2024
CC Deadline Time: 12:00 Noon

Failure to properly label the proposal envelope may lead to the rejection of the proposal!

PURPOSE

The Board of Education is soliciting requests for proposals (RFPs) through the Competitive Contracting Process (N.J.S.A. 18A:18A-4.1 et seq.) for the purpose of entering into a contract for **Construction Management Services**.

1. AFFIRMATIVE ACTION REQUIREMENTS

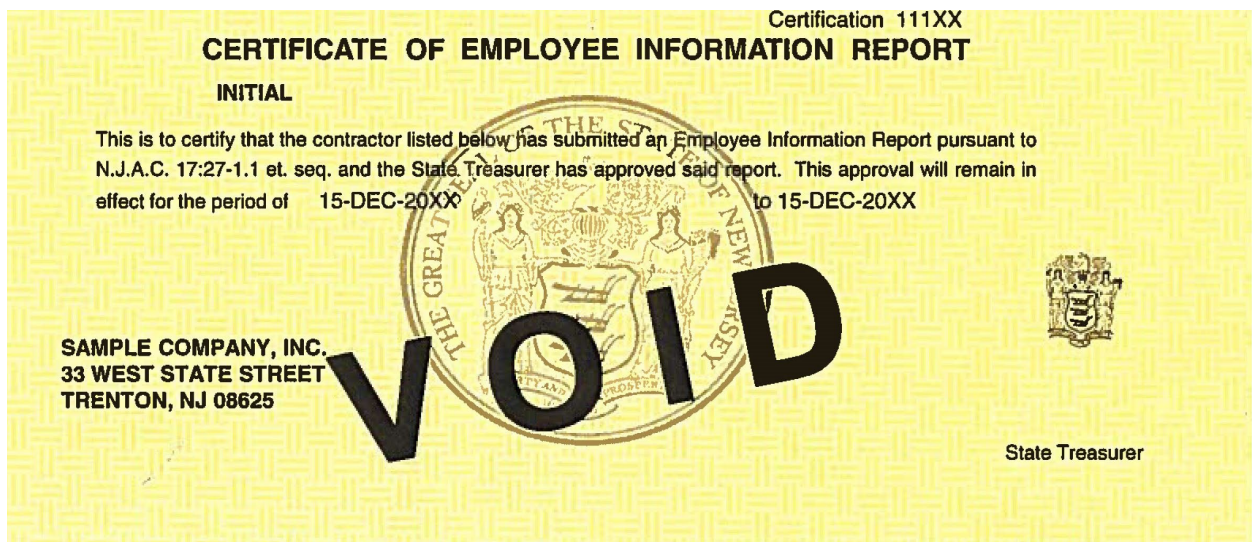
Each company shall submit to the Gloucester City Board of Education, after notification of award, but prior to execution of a goods and services contract, **one** of the following three documents:

- Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- A Certificate of Employee Information Report approval issued in accordance with N.J.A.C.17:27-4; 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 of education. 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 lieu 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 **requested**, but not required to submit with their response, a copy of their firm's Certificate of Employee Information Report. Failure to submit the Certificate or other required documentation prior to the award of the contract will result in the rejection of the bid/proposal.

2. 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. §12101 et seq.

3. 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

4. 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.

5. 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 for 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 (N.J.S.A. 18A:18A-51 et seq.).

6. AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS

Any contract awarded under this process shall be made by resolution of the Board of Education. The award must be made within sixty (60) days of the receipt of the proposals, however subject to extension pursuant to N.J.S.A. 18A:18A-36 (a).

7. 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 has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Request of the Board of Education

All companies responding to requests for 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 and Business Registration Certificates

- Prior to contract award or authorization, the contractor shall provide the Board of Education 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 respondent who in turn, shall provide it to the Board of Education prior to the time a contract, purchase order, or another contracting document is awarded or authorized.
- During the course of contract performance:
 - The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
 - The contractor shall maintain and submit to the Board of Education a list of subcontractors and their addresses that may be updated from time to time.

- 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
- Before final payment is made under the contract, the contractor shall submit to the Board of Education 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 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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
 DIVISION OF REVENUE
 PO BOX 252
 TRENTON, N.J. 08644-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
 TAX REGISTRATION TEST ACCOUNT
 TAXPAYER IDENTIFICATION#: 970-097-382/500
 ADDRESS: 847 ROEBLING AVE
 TRENTON NJ 08611
 EFFECTIVE DATE: 01/01/01
 FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION
 SEQUENCE NUMBER: 0107330
 ISSUANCE DATE: 07/14/04

Acting Director
John S. Tully

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
 Trade Name:
 Address: 847 ROEBLING AVE
 TRENTON, NJ 08611
 Certificate Number: 1093907
 Date of Issuance: October 14, 2004

For Office Use Only:
 20041014112823533

8. CERTIFICATE (CONSENT) OF SURETY **NOT REQUIRED**

When required, each respondent shall submit with its proposal 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 proposal.

Failure to 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 proposal, shall be deemed cause for disqualification and rejection of the proposal.

9. 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 product transactions or services rendered under this contract, available to the Board of Education upon request.

10. COORDINATION OF ACTIVITIES

The School Business Administrator/Board Secretary will coordinate the activities for this proposal.

11. CRIMINAL HISTORY BACKGROUND CHECKS/DISCLOSURE OF INFORMATION

When required, pursuant to N.J.S.A. 18A:6-7.1, providers for the services of this contract shall submit 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 that said 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. If it is discovered during the course of the contract that an employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the as a service provider immediately. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

12. DEBARMENT; SUSPENSION; DISQUALIFICATION; N.J.A.C. 17:19-4.1 et seq.

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). Pursuant to N.J.S.A. 52:32-44.1 (a), any person who 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 respondents are required to certify on the Contractor/Vendor Questionnaire and Certification form, indicating whether the entity listed on the 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/exclusions)

13. DOCUMENTS, MISSING/ILLEGIBLE

The respondent shall familiarize themselves with all forms provided by the Board that are to be returned with the proposal. If there are any forms either missing or illegible, it is the responsibility of the respondent to contact the School Business Administrator/Board Secretary for duplicate copies of the forms. This must be done before the proposal opening date and time.

14. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents returned to the Board shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the proposal package may be cause for disqualification and for the proposal 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

- Acknowledgment of Addenda
- Affirmative Action Questionnaire or Certificate of Employee Information Report
- Assurance of Compliance
- Chapter 271 – Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire and Certification
- Iran - Disclosure of Investment Activities
- Non Collusion Affidavit
- Proposal Form
- Russia Belarus; Prohibited Activities Form
- Statement of Ownership

*Please check your RFP package for these forms!

15. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The respondent, by submitting a proposal, acknowledges that he has carefully examined the proposal specifications, documents, addenda (if any), and the site; and that from their investigation, they are satisfied with 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, they fully understand the intent and purpose thereof, their obligations thereunder, and that they will not make any claim for, or have any right to damages, because of the lack of any information. Each respondent submitting a proposal for a service contract shall include in their proposal, 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 proposal specifications and documents.

16. 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.

Respondents 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 proposers. 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 person commits a crime if said person offers a benefit to a public servant 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.

17. FINANCIAL GUARANTEE AND BONDING REQUIREMENTS

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.

Financial Guarantee NOT REQUIRED

Each proposal, when required, shall be accompanied by a bid bond, cashier's check, or certified check for ten percent (10%) of the amount of the total contract, but not in excess of \$20,000 (twenty-thousand dollars). This guarantee shall be made payable to the Gloucester City Board of Education. Such deposit shall be forfeited upon refusal of a respondent to execute a contract; otherwise, checks shall be returned when the contract is executed. The financial guarantee checks for unsuccessful respondents will be returned as soon after the proposal opening as possible but in no event later than (10) days after the proposal opening.

Uncertified business checks, personal checks, or money orders are not acceptable.

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the proposal. 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 Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, CN 325, Trenton, New Jersey 08625.

Failure to submit or failure to sign the financial guarantee shall be cause for disqualification and rejection of the proposal.

18. FORCE MAJEURE

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

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

19. GENERAL CONDITIONS

- **Authorization to Proceed -- Successful Vendor/Contractor**

No service shall be rendered by the successful contractor unless the vendor/contractor receives an approved purchase order authorizing the vendor/contractor to render the service.

- **Award of Contract**

The Board of Education intends to award the contract for this proposal pursuant to N.J.S.A. 18A:18A-4.3, 18A:18A-4.4(b), and 18A:18A-4.5(d) (e).

- **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 any financial security becoming the property of the Board of Education. The Board of Education reserves the right to accept the proposal of the next lowest responsible respondent.

- **Renewal of Contract; Availability and Appropriation of Funds—When Applicable**

The Board of Education may, at its discretion, request that a contract for certain 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 contract 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 successful respondent, 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 commence any project or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

20. INSURANCE AND INDEMNIFICATION 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, 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 occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage, and product liability.
- Automobile Liability with a \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident.
- 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 Expense

\$4,000,000 Excess Umbrella Liability

\$1,000,000 Sexual Harassment, Abuse or Molestation

Insurance Certificate – When Required

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.

Automobile liability insurance shall be included to cover any vehicle used by the insured.

The certificate holder shall be as follows:

Gloucester City Board of Education
 c/o School Business Administrator/Board Secretary
 1300 Market Street
 Gloucester City, New Jersey 08030

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

“Gloucester City 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 to the Board of Education. 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 of Education and its agents, employees, and Board members, from and against all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney's fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable.

This indemnification obligation is not limited by but is in addition to, the insurance obligations contained in this agreement.

The vendor/contractor is to assume all liability for every sort of incident to the work, including property damage caused by their workers or by any subcontractor employed by the vendor/contractor or any of the subcontractor's workers.

21. INTERPRETATIONS AND ADDENDA

Respondents are expected to examine the RFP with care and observe all their requirements. A Pre-Submission Proposal Conference may be held at a time, date, and location identified in the Public Notice for this RFP. This Conference will afford the respondents the opportunity to make comments and submit questions regarding this RFP. Attendance at the Pre-Proposal Conference is strongly recommended. Recipients of the RFP package will have the option of submitting comments and questions at the Pre-Proposal Conference. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the District's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded by the District as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements, or clarifications will be without legal effect.

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations should be made in writing to the School Business Administrator and must be received at least ten (10) days, not including Saturdays, Sundays, and holidays, prior to the date fixed for the opening of proposals to be given consideration.

All interpretations and any supplemental instructions will be distributed in the form of a written addendum to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the respondents by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of proposals. All addenda so issued shall become part of the contract document.

22. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES FORM 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 prior to the time a contract is awarded and the time the contract is renewed 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.

23. LIABILITY – COPYRIGHT

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

24. 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 proposal and that all statements contained in the 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 the 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.

25. OPENING OF PROPOSALS

Sealed proposals shall be opened publicly by the School Business Administrator/Board Secretary on

**Wednesday, April 17, 2024
12:00 Noon**

The names and addresses of the respondents submitting proposals will be read publicly. All vendors, agents of the vendors, and the general public are invited to attend the opening of proposals.

26. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days from the receipt of the goods or the rendering of services and in accordance with N.J.S.A. 18A:18A-10.1, provided the Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by vendor;
- Invoices.

Payment will be rendered upon completion of services or delivery of the full order to the satisfaction of the Board of Education unless otherwise agreed to by written contract. All payments are subject to approval by the Board of Education at a public meeting.

27. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

- 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 at 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.

28. 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 should be submitted with the response to the bid/proposal but in no event than ten (10) days prior to the award of the contract. Failure to provide the completed and signed form may be cause for disqualification of the vendor.

29. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS

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/>

30. RESPONDENT’S RESPONSIBILITY FOR PROPOSAL SUBMITTAL

It is the responsibility of the respondent to ensure that their proposal is presented to the Business Office and officially received before the advertised date and time of the proposal. It is understood and agreed upon that any person on the Board of Education will be absolved from responsibility for the premature opening of any proposal not properly labeled and sealed.

31. RIGHT TO KNOW LAW

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

New Jersey Department of Health
Workplace, Health and Safety
Right to Know Unit
CN 368
Trenton, New Jersey 08625-0368

32. 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, (L 2022, c.3) which requires a person (or entity) to certify, before a contract is awarded, renewed, amended, or extended, by the Board 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.

The Board has provided within the specifications, a Certification on Non-Involvement in Prohibited Activities in Russia or Belarus 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 Certification on Non-Involvement in Prohibited Activities in Russia or Belarus Form is to be completed, certified, and submitted prior to the award of the contract.**

33. 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.

34. 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 services for the Board without first receiving written permission from the School Business Administrator.

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

- Insurance Certificate as outlined in the proposal specifications;
- Affirmative Action Evidence as outlined in the proposal specifications;
- New Jersey Business Registration Certificate; and
- Other documents as may be required by the Board of Education.

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.

35. 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. Respondents 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 all 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.

36. TERMINATION OF CONTRACT

If the Board determines that the contractor has failed to comply with the terms and conditions of the 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 to 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 Board harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

37. WITHDRAWAL OF PROPOSALS

- **Before The Proposal Opening**

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

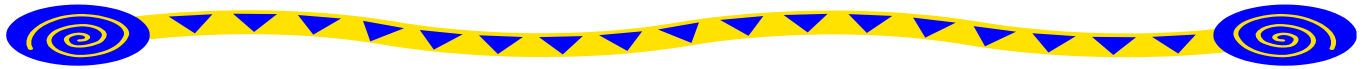
- **After The Proposal Opening**

The Board of Education may consider a written request from a respondent to withdraw a proposal if the written request is received by the School Business Administrator within five (5) business days after the proposal opening. A request to withdraw a proposal after the specified number of days will not be honored.

The contractor/vendor who wishes to withdraw a proposal 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 unintentional omission or both.

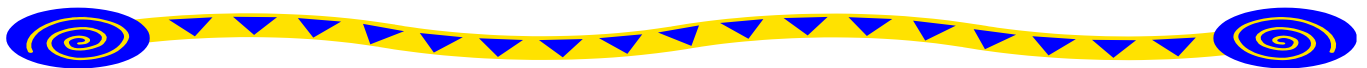
The request to withdraw a proposal after the proposal opening may be reviewed by the School Business Administrator, and/or the Board Attorney, and a recommendation will be made to the Board of Education.

If the Board of Education grants permission to have the proposal withdrawn the contractor/vendor shall be disqualified from quoting on the same project if the project is re-advertised. If the contractor/vendor fails to meet the burden of proof to have the proposal withdrawn, the request to withdraw the proposal 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.



Competitive Contracting PROPOSAL DOCUMENTS AND REQUIRED DOCUMENTATION

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



Sarah J. Bell
School Business Administrator/Board Secretary

ACKNOWLEDGEMENT OF ADDENDA

Proposal Number **CC/RFP 02-2024/25**

Proposal Date: Wednesday, April 17, 2024

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

ADDENDA NO.	ISSUING DATES
_____	_____
_____	_____
_____	_____
_____	_____

No Addenda Received

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Title _____

To be completed, signed, and returned with Proposal

AFFIRMATIVE ACTION QUESTIONNAIRE

CC/RFP 02-2024/25

Proposal Date: **Wednesday, April 17, 2024**

This form is to be completed and returned with the proposal. 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 an 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)

Select “Online Submission/Payment of EE/AA Employee Information Report” and Please follow all the “Online Submission Instructions”.

If completing the forms manually please mail your forms and the \$150.00 certificate fee, in the form of a check or money order, made payable to: “Treasurer, State of New Jersey” to the address below:

NJ Department of the Treasury
Division of Purchase and Property Contract Compliance and Audit Unit
EEO Monitoring Program
PO Box 206 Trenton, NJ 08625-0206

All fees for this application are to be paid directly to the Treasurer, 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 before the execution or award of the contract.

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

City, State, Zip _____

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 who 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. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

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.

<http://nj.gov/education/educators/crimhist/preemployment/>

Name of Company _____

Name of Authorized Representative _____

Signature _____ Title _____

To be completed, signed, and returned with Proposal

Gloucester City Board of Education

Chapter 271

**POLITICAL CONTRIBUTION DISCLOSURE FORM
(Contracts that Exceed \$17,500.00)**

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

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

The Business Entity may attach additional pages if needed.

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

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

Certification

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

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - 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.

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.**

¹ 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**

State: Governor

Legislative District #: 4, 5, 6, & 8

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

County: Camden

County Commissioners County Clerk Sheriff Surrogate

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

Audubon Borough	Gibbsboro Borough	Mount Ephraim Borough
Audubon Park Borough	Gloucester City	Oaklyn Borough
Barrington Borough	Gloucester Township	Pennsauken Township
Bellmawr Borough	Haddon Heights Borough	Pine Hill Borough
Berlin Borough	Haddon Township	Runnemede Borough
Berlin Township	Haddonfield Borough	Somerdale Borough
Brooklawn Borough	Hi-Nella Borough	Stratford Borough
Camden City	Laurel Springs Borough	Tavistock Borough
Cherry Hill Township	Lawnside Borough	Voorhees Township
Chesilhurst Borough	Lindenwold Borough	Waterford Township
Clementon Borough	Magnolia Borough	Winslow Township
Collingswood Borough	Merchantville Borough	Woodlynne Borough

Boards of Education (Members of the Board):

Audubon Borough	Eastern Camden County	Mount Ephraim Borough
Audubon Park Borough	Regional	Oaklyn Borough
Barrington Borough	Gibbsboro Borough	Pennsauken Township
Bellmawr Borough	Gloucester City	Pine Hill Borough
Berlin Borough	Gloucester Township	
Berlin Township	Haddon Heights Borough	Runnemede Borough
Black Horse Pike Regional	Haddon Township	Somerdale Borough
Brooklawn Borough	Haddonfield Borough	Sterling High School District
Camden City	Hi-Nella	Stratford Borough
Cherry Hill Township	Laurel Springs Borough	Tavistock
Chesilhurst	Lawnside Borough	Voorhees Township
Clementon Borough	Lindenwold Borough	Waterford Township
Collingswood Borough	Magnolia Borough	Winslow Township
	Merchantville Borough	Woodlynne Borough

Fire Districts (Board of Fire Commissioners):

Berlin Township Fire District No. 1	Haddon Township Fire District No. 1
Cherry Hill Fire District No. 13	Haddon Township Fire District No. 3
Gloucester Township Fire District No. 1	Haddon Township Fire District No. 4
Gloucester Township Fire District No. 2	Lindenwold Borough Fire District No. 1
Gloucester Township Fire District No. 3	Pine Hill Borough Fire District No. 1
Gloucester Township Fire District No. 4	Voorhees Township Fire District No. 3
Gloucester Township Fire District No. 5	Winslow Township Fire District No. 1
Gloucester Township Fire District No. 6	

To be completed, signed, and returned with Proposal

CONTRACTOR/VENDOR QUESTIONNAIRE & CERTIFICATION

Proposal Number **CC/RFP 02-2024/25**

Proposal Date: **Wednesday, April 17, 2024**

Construction Management Services

Name of Company _____

Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____

FEIN No. _____

Unique Entity Identifier (If Applicable) _____ CAGE Code (if applicable) _____

References – Work previously done for School Systems in New Jersey

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

VENDOR CERTIFICATION

Direct/Indirect Interests

I declare and certify that no member of the Gloucester City 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 proposal 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 proposal, 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 Board of Education.

Vendor Contributions

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

**GLOUCESTER CITY BOARD OF EDUCATION
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.

To be completed, signed, and returned with Proposal

NON-COLLUSION AFFIDAVIT

Construction Management Services

CC No. 02-2024/25

Proposal Date: Wednesday, April 17, 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 _____
Position in Company Name of Company

and the respondent making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named proposal, and that all statements contained in the 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 proposal.

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 Proposal

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, 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 **Gloucester City 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.

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

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

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://sanctionsearch.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.

(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 (1300 Market Street)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

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

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

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.

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.

To All Respondents

REMINDER!

Did you sign all of the documents?

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

The Board will not accept facsimile, rubber stamp, electronic or digital signatures.

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

Sarah J. Bell

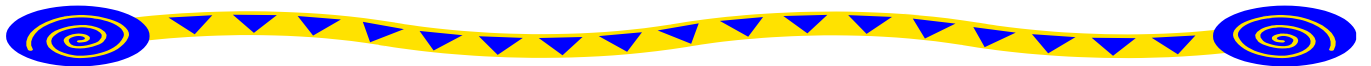
School Business Administrator/Board Secretary

GLOUCESTER CITY BOARD OF EDUCATION



Competitive Contracting Request for Proposal

TECHNICAL SPECIFICATIONS



Sarah J. Bell
School Business Administrator/Board Secretary

**GLOUCESTER CITY BOARD OF EDUCATION
GLOUCESTER CITY, NEW JERSEY 08030**

REQUEST FOR PROPOSAL (RFP)

CONSTRUCTION MANAGEMENT SERVICES

PURPOSE

The Gloucester City Board of Education (District) is seeking proposals from qualified respondents to provide Construction Management services for the District as specified in this request for proposal.

Profile of the Gloucester City Public Schools

The Gloucester City Public Schools provides a full range of educational services appropriate to grade levels pre-K through 12 for regular and Special Services students. The District has an enrollment of approximately 2465 students. The District currently has three (3) schools which include a high school, a middle school, and one elementary school.

Budget

At present, the budget for the District is \$62.0 million.

Construction Manager--Agent/Representative of the District

The Construction Management Firm (CMF) shall work with the architect selected for the construction project and act as a representative/agent of the District during the project's pre-construction, construction, and post-construction phases. In all instances, the CMF shall employ its best efforts to protect the interests of the District and further the intended goals and purpose of the project.

Chain of Command—Report to the School Business Administrator

The Construction Manager, as the representative/agent of the District, **shall report** to the School Business Administrator unless otherwise directed, in writing by the Superintendent of Schools.

SARAH J. BELL

School Business Administrator/Board Secretary

Presentation of Invoices

All invoices shall be signed with an original signature and are to be sent to the School Business Administrator for review and approval in accordance with board policy. **Invoices shall not be presented to any other school official.**

Payments to Construction Management Firm

Every effort will be made to pay the Construction Management Firm within thirty (30) to sixty (60) days provided the School Business Administrator receives the appropriate documentation including but not limited to:

- Log of Services
- Signed Invoice
- Signed voucher by the vendor

The invoice for the services shall be submitted monthly to the School Business Administrator. Payment will be made after monthly services have been provided by the Construction Management Firm. There shall be no advance payments.

Invoices for services shall at a minimum include the following information:

- Dates services provided during the month
- Name of Construction Manager or other individuals approved by the Board
- Services provided
- Amount of time spent on each particular service
- The total amount of the invoice
- Other items and services agreed upon

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/or services have been rendered. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule

Scope of Services

The Board of Education hereby lists the services that will be provided by the construction management firm as part of the contract. The scope of services is divided into three (3) major sections:

- Pre-construction Phase
- Construction Phase
- Project Closeout & Post-Construction Phase

PRE-CONSTRUCTION PHASE

PRE-CONSTRUCTION PHASE

- Review of contract documents/specifications/drawings for accuracy, completeness, and suitability.
- Advise the School Business Administrator and the Architect of recommended changes to the Contract Documents/General Conditions, Specifications & Drawings.
- The Construction Manager shall provide a preliminary evaluation of the District's schedule and construction budget requirements, each in terms of the other.
- The Construction Manager shall prepare, and deliver to the School Business Administrator, a written Construction Management Plan that includes, at a minimum, the following:
 - Preliminary evaluations required;
 - Project Cost estimates;
 - Recommendations for Project delivery method;
 - Review the contractors' scopes of Work, if multiple contractors or fast-track construction will be used.
 - Develop a Master Summary Schedule, milestones, and phasing plans, if applicable, in conjunction with the Architect and the School Business Administrator.
- The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.
- Provide advice and guidance regarding bid strategy, bid packaging, etc.
- Assist the Architect as required in the development of a competent bidder and subcontractor list.
- Prepare Cash Flow Projection (total project budget) to assist in projecting pre-construction and construction phase expenses based on the total project schedule;
- The Construction Manager shall submit the list of prospective bidders for the Architect's review and the School Business Administrator's approval.
- Attend Pre-Bid Conferences and assist the Architect and the School Business Administrator with Pre-Bid Conference issues and questions as required.
- Attend the Bid Opening, and assist the Architect and the District in the evaluation of bids received and the suitability of the lowest responsible bidder or bidders.
- The Construction Manager shall assist the School Business Administrator in preparing Construction Contracts and advise the School Business Administrator on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

- Assist with any communication required for local representatives and authorities in relation to the project.
- Additional services for the CMF during the Pre-Construction Phase may be required.

Cost Estimates

The construction management firm shall work with the Architect and the School Business Administrator to develop a cost estimate for the construction project. The cost estimate will contain a complete breakdown of all construction costs. This may require the construction manager to provide revised cost estimates due to budgetary and financial concerns. Once the Architect's documents have been completed, the construction manager will provide a final cost estimate to the School Business Administrator with concurrence from the Architect.

Final Cost Estimate

The final cost estimate will be used as the basis of the District's Cost Estimate and Certification of Funds Report to be in compliance with N.J.S.A. 18A:18A-5 c. The final Cost Estimate must be received prior to the District advertising the construction bid.

Bidding Process

The construction management firm will work closely with the School Business Administrator, Architect, and other officials to develop bid specifications to be in compliance with the Public School Contracts Law and in particular N.J.S.A. 18A:18A-15 et seq. It is noted during the bidding process, it will be the School Business Administrator that performs the following:

- **Advertise for Bids**

The School Business Administrator pursuant to N.J.S.A. 18A:18A-2 (b) will advertise the bid in an official newspaper.

- **Conduct Pre-Bid Meetings**

The School Business Administrator will conduct all pre-bid meetings in concert with the Construction Manager and the Architect.

- **Issuing Addenda**

The School Business Administrator will issue all addenda pursuant to N.J.S.A. 18A:18A-21 et seq. The addenda may be prepared by the Architect with assistance from the Construction Manager, however, the School Business Administrator will issue the addenda.

- **Bid Opening**

The School Business Administrator will conduct the Bid Opening process. Attendance at the bid opening is required.

- **Evaluation of Responses**

The Construction Manager and the Architect will assist the School Business Administrator in the evaluation of all responses. The School Business Administrator will require a letter of recommendation for the award of the contract from the Construction Manager as well as the Architect.

- Notice to Proceed

The Construction Manager and the Architect will assist the School Business Administrator with the preparation of the Notice to Proceed. The official Notice to Proceed will be issued by the School Business Administrator.

- Entrance Conference

The Construction Manager and the Architect will join the School Business Administrator at the Entrance Conference to discuss the activities of the construction project.

CONSTRUCTION PHASE

CONSTRUCTION PHASE

➤ **Meeting with Architect and School Business Administrator**

Upon award of the contract by the District, the Construction Manager (CM) assigned to the Construction Project shall meet with the Architect, the School Business Administrator, and other selected school officials. The meeting will be conducted to plan strategies to ensure the project is completed according to the bid specifications and within the number of working days noted in the bid.

➤ **Conduct Pre-Construction Conference**

With the architectural firm, the CM will organize and direct a pre-construction meeting with the contractor and/or subcontractors, and the District officials. The CM will review project organization, lines of authority, and project procedures and ensure all necessary permits are secured.

➤ **Administrative and Management Services.**

At all times during the Project's Construction Phase, CM shall maintain a **continuous presence** on the Project Site through the provision of experienced and qualified personnel ("CM Field Staff") to perform CM Services under this Agreement. CM shall provide administrative, management, and related services, as required, to monitor, verify, secure, and direct the strict compliance of the contractor with Contract Documents and the District's objectives for cost, schedule, and quality and, where applicable, coordinate the work of, and promptly resolve disputes between, multiple Project contractors. The CM shall ensure the satisfactory, timely, and complete performance of the CM's Field Staff and any other CM employees or subcontractors charged with performing CM services under this Agreement.

➤ **On-Site Supervision and Monitoring/ Project Coordination**

The CM will provide adequate staff at the project site to monitor the work of the construction contractors and/or suppliers.

The CM will provide administrative, management, and related services to coordinate scheduled activities and responsibilities of the Contractor with each other and with those of the Construction Manager, the School Business Administrator, and the Architect to manage the project in accordance with the latest approved estimate of the construction cost, the project schedule and the contract documents. The CM will serve as the project's primary point of contact throughout the construction activities.

The CM will maintain on-site, all records of documentation, correspondence, submittals, shop drawings, inspections, tests, reports, etc. as they are related to the project.

The CM will support the contract administration duties of the Architect; role and responsibility to ensure the School's interests are protected and that the contract administration is handled effectively and efficiently.

➤ **Liaison—Code Officials, Inspectors, and the District**

It is expected the CM acts as the liaison with all code officials, and inspectors, either local, county, or state.

➤ **Control Construction Quality**

The CM will evaluate the contractor's proposed procedures, methods, and equipment before use, observe and inspect the work in progress, report any defects and deficiencies, and recommend corrective action to the Contractor and the Architect where required. All reports shall be sent to the School Business Administrator.

➤ **Monitor the Progress of the Work**

The CM will review the Contractor's construction schedules. The CM will observe construction progress and report deviations from the schedule, which will jeopardize job progress. The CM will work with the Contractors to develop and implement corrective actions and maintain daily logs of all construction activities.

➤ **Conduct Project Job Meetings**

The CM, with the architectural firm, District, and Contractor, will schedule and conduct regular project job meetings at the job site. The CM will ensure there is a discussion on job progress, problems, and required decisions. With the Contractor, identify long-lead equipment of systems or potential pre-purchase items. The Construction Manager is to prepare, distribute, and maintain meeting minutes. It is requested with this contract that project meetings be held a minimum of twice a month and once a week if necessary.

The CM will attend emergency meetings as requested by the Architect and/or the School Business Administrator.

➤ **Change Orders**

The CM, with the architectural firm, shall develop and implement a system for reviewing and preparing change orders for school District consideration. The CM shall estimate the cost of all change orders and negotiate them with the contractors on behalf of the District. The CM will at all times make every effort to minimize required change orders.

The CM will discuss all change orders with the Architect and only when there is concurrence between the Architect and the CM, will the proposed change order be sent to the School Business Administrator for consideration. If approval by the Department of Education - Office of School Facilities Division of Facilities is necessary, the CM will provide assistance to the Architect in preparing any correspondence to the State.

Please note: Change Orders

Board of Education Approval Required; Prior to Issuance of Change Order (N.J.A.C. 5:30-11.2)

Change orders may be approved by the Board of Education in an amount up to twenty percent (20%) when necessitated by one of the following:

- Emergencies consistent with N.J.S.A. 18A:18A-7;
- Unforeseeable physical conditions; or
- Minor modification to the project/scope that achieves cost savings, improves service or resolves construction conditions.

Contractors are prohibited to perform any change order unless so directed in writing by the School Business Administrator.

➤ **Recommend Changes in the Work**

The CM will make recommendations for changes in the work that are dictated by field conditions or will save time or money, improve quality, and ensure safety programs are established and implemented. At no time will the Construction Manager direct the Architect or the contractor to perform any change order of work. All change orders require Board of Education approval.

➤ **Process Payment Requests**

The CM will review contractor(s) payment applications and make recommendations to the architectural firm regarding the approval of requested payments. The CM will further review the contractor's schedule of values for use in processing payments.

➤ **Preparing and Presenting Monthly Reports**

The CM will prepare and present to the School Business Administrator, a monthly report on schedule status, budget vs. cost, quality, safety, and status of change orders. The CM will provide a general overview of the project. When required, the CM will meet with the School Business Administrator, the District Facilities Committee, if applicable, and/or the appropriate school administrator as required. A copy of the report should be submitted to the architectural firm at the same time as submission to the School Business Administrator. The report shall also include photographs highlighting the progress of the work. The CM will maintain minutes for Project and Emergency Meetings to document action items assigned and any Project decisions made. The CM will further maintain on-site records of documentation, minutes, shop drawings, inspections, tests, correspondence, etc.

➤ **Compliance with Legal Requirements.**

The CM shall monitor the Contractor for compliance with legal requirements, as required for the construction of the Project, specifically including, but not limited to, the requirements of the New Jersey Uniform Construction Code, the International Building Code, the Occupational Safety and Health Administration, Soil, Erosion, and Sediment Control Act, if applicable, and any other applicable codes, and shall promptly notify the School Business Administrator in writing of Contractor's failure to comply with such requirements. The Monthly Report shall include the general status of the Contractor's compliance and actions that have been taken to resolve any failure to comply.

➤ **Permits, Bonds, and Insurance.**

The CM shall verify that the required permits, bonds, and insurance have been obtained and paid for by the Contractor. Such CM verification shall not relieve the Contractor of its responsibility to fully comply with its contractual obligations regarding permits, bonds, or insurance for this Project.

➤ **Safety Plan**

The CM shall obtain copies of the Contractor's Safety Plan for the District's record.

➤ **Security Plan**

The CM shall receive and review the Contractor's Security Plan for consistency with the District's requirements, policies, and contract documents. The CM shall, within ten (10) days of its receipt, recommend to the District approval or disapproval of the Contractor's Security Plan.

➤ **Requests for Information (RFI).**

For RFI's that occur during the Construction Phase, within forty-eight (48) hours from receipt of an RFI from the Contractor, the CM shall input each RFI into the District's Documentation Database and distribute each to the appropriate person(s) for resolution, which may include the District (if the RFI pertains to the interpretation of the contract documents). The CM shall receive comments and/or information resolving the RFI from the appropriate person(s) and deliver such information back to the Contractor within twenty-four (24) hours of receipt. CM shall keep an updated RFI Log to track each question as well as the timeliness of the response and shall report to the School Business Administrator monthly on the status of all RFIs.

INSPECTIONS

➤ **Monitoring of Code Inspections.**

The CM shall monitor the Contractor's scheduling of code inspections to ensure that the work fully complies with all applicable codes, rules, standards, regulations, laws, and the Design-Build Contract Documents.

➤ **Tracking of Inspection Report Items.**

The CM shall track and enter into the District's Database, the dates of all code inspections, including special inspections, as well as any Inspection Reports documenting the results of such inspections.

➤ **Procurement and Engagement of Special Inspectors.**

The CM shall be responsible for developing procurement documents for the engagement of certified special inspectors to perform special inspection services pursuant to the New Jersey Uniform Construction Code and Chapter 17 of the building subcode, such as concrete inspections, steel welding, bolting, and joint connections, and the like, as is necessary for the advancement of the Project. All procurement of these special inspectors shall be done by the Office of the School Business Administrator.

➤ **Coordination and Scheduling of Special Inspections.**

The CM shall be responsible for coordinating, scheduling, and monitoring any special inspections required by the New Jersey Uniform Construction Code and Chapter 17 of the building subcode, such as concrete inspections, steel welding, bolting, and joint connections.

➤ **Quality Control General Inspections.**

The CM shall review daily all work-in-progress for general compliance with the contract documents and to guard the District against any defects. The CM shall notify the School Business Administrator, in writing, of any work not in conformance with the contract documents.

➤ **Correction of Nonconforming Work.**

The CM shall, in writing, require timely correction by the Contractor of nonconforming Contractor work and shall advise the School Business Administrator, in writing, as to whether such corrective action has been taken and whether such action corrected or is correcting the nonconforming work.

➤ **Punch List**

The CM will prepare along with the Architect and review with the School Business Administrator a punch list of items at Project completion.

PROJECT CLOSEOUT & POST-CONSTRUCTION PHASE

PROJECT CLOSEOUT & POST-CONSTRUCTION PHASE

➤ **Develop a Closeout Program**

The CM with the architectural firm shall produce a detailed schedule of closeout activities. This will include punch lists, equipment testing, start-up procedures, operations, and maintenance plans, District employee training schedules, as-built drawings with an electronic copy, close-out permits, warranties, guarantees, and Certificates of Occupancy. The closeout program will include but not be limited to the following activities:

- Coordinate completion of punch list items to the satisfaction of the District, Commissioning Agent, and Architect including recommendations for acceptability.
- Obtain close-out documents and District manuals pertaining to the Project for transfer to the District at completion.
- Assist the Contractor to obtain a Certificate of Occupancy.
- Review and provide a recommendation to the School Business Administrator and Architect regarding final payments and release of retainage amounts.
 - Assist the School Business Administrator with the reconciliation of final payments for contractors, architects, and vendors, along with the negotiation of final settlements with subcontractors.
- Assist the School Business Administrator and the Architect as requested in an evaluation and inspection of building systems involved in the Project prior to the expiration of warranties to determine acceptability.
- Assist the School Business Administrator and the Architect as required in the resolution of construction-related problems and required warranty repairs.
- Other activities necessary for closing out the project.

➤ **Coordinate Substantial and Final Inspections**

The CM shall schedule and coordinate field observations with the architectural firm. The CM shall assist the architectural firm in the preparation of a list of incomplete items (punch list) from the substantial and final inspections. The CM will ensure that all closeout activities are completed and a Certificate of Occupancy or a Certificate of Approval is issued.

➤ **Materials, Systems, and Equipment**

The Construction Manager shall arrange for the delivery, storage, protection, and security of District-purchased materials, systems, and equipment that are a part of the Project until such items are incorporated into the work.

➤ **Testing of Systems**

With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and startup of utilities, operational systems, and equipment and observe any commissioning as the Contract Documents may require.

➤ **Miscellaneous**

The Construction Manager shall deliver all keys, manuals, record drawings, and maintenance stocks to the School Business Administrator. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents

➤ **Contractor Videos**

The CM shall ensure that within five (5) days of receiving a Certificate of Substantial Completion, the Contractor shall make a training video recording, in an electronic format, which shall be submitted to the CM within ten (10) Days of the Contractor's receipt of a Certificate of Substantial Completion. CM shall monitor this activity and ensure the video is taken and submitted in strict conformance with the requirements of the Design-Build Contract Documents.

➤ **Field Office Furniture, Supplies & Equipment.**

When applicable, the District will provide an area for the CM to provide a Field Office. The CM, at its sole expense, shall provide any additional office supplies and equipment reasonably necessary to manage the Project. The CM, at its own expense, shall also provide for any wireless communication devices, high-speed data lines, or other additional communication services that are reasonably necessary to properly and efficiently manage the Project.

Project Team

It is the CMF's responsibility to propose staffing that will be adequate to provide the scope of services requested and achieve a successful project outcome.

Respondents are to describe the education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles. Identify their proposed level (monthly hours) of commitment to this project. Include an organization chart and resumes for all persons identified as potential key staff.

Respondents are required to identify the Project Executive/On-site Construction Manager who will be committed to this project for the duration unless otherwise advised or approved by the District.

Minimum qualification requirements include:

- **Project Executive** should have at least ten (10) years of management experience with a minimum of five (5) New Jersey public projects of a similar size and scope. This individual will be a licensed P.E., Registered Architect, or Certified Construction Manager.
- **Construction Managers** should have good communication and computer skills, at least five (5) years of management experience on comparable public building construction projects; or shall have a degree in Architectural, Engineering, or Construction Management with a minimum of five (5) years of experience. Mechanical system experience preferred.

Qualifications; Relevant Experience

Respondents shall submit documentation highlighting qualifications and experience they have that will assist the School Business Administrator in the evaluation and selection process. Such documentation shall include, but not be limited to:

- Evidence of providing services as listed in the specifications to three (3) public school districts/Districts for a minimum of at least seven (7) years;
- Copies of all professional or educational licenses that are required to perform the services as listed in the specifications;
- Other information concerning the firm and/or individuals of the firm that would assist the School District in the evaluation process.
- Availability of personnel, facilities, equipment, and other resources to provide the services requested.
- Affirmative action and cultural diversity and sensitivity training plan of the firm;
- Evidence of timely delivery of services performed within budgeted constraints.
- Provide at least three (3) references from New Jersey public school districts within the past seven (7) years. Letters of recommendation are preferred.

Experience

Respondents are to provide a listing of up to five (5) public school districts or District projects where they have provided construction management services in the last seven (7) years.

The respondent shall provide the following information for each project:

- School District
- Project name and location
- Project size in square feet (S.F. of new and/or additions and renovations, whichever is applicable)
- Owner's representative and phone number
- Construction estimate
- Actual bid results
- Estimated final cost with change orders
- Date service began
- Scheduled construction completion date
- Number of prime contractors for this project
- Architectural firm, including address, phone number, and contact person
- Description of your firm's interactions with the architectural firm

Licenses and Pre-qualification—State of New Jersey DPMC

Respondents are to provide proof of any necessary professional license or certification from the State of New Jersey for all professionals assigned to the engagement; including but not limited to pre-qualification under N.J.S.A. 18A:18A-27.1. Respondents are to provide a copy of the firm's Notice of Classification as issued by the NJDPMC.

PRESENTATION PACKAGE -- (EVALUATIVE CRITERIA)

In this section, the District is asking the respondents to respond to the request for proposal (RFP) requirements. The respondent will prepare a presentation package outlining their approach to the scope of services and/or the program requirements. The District will use two (2) authoritative sources for the presentation package:

- **NJ State Comptroller—Best Practices for Awarding Services Contracts (2010)**
- **N.J.A.C. 5:34-4.2.**

The State Comptroller recommends that all proposals be judged on the basis of pre-determined, merit-based evaluative criteria, made known to the vendors before proposals are submitted to the District. The recommended criteria are found in N.J.A.C. 5:34-4.2.:

- A. Technical Criteria**
- B. Management Criteria**
- C. Cost Criteria**

A. TECHNICAL

Respondents should list all services to be rendered with their explanation in detail on how they will provide the services and/or meet the program requirements. The proposal should demonstrate a clear understanding of the scope of work and the goals and objectives of the District with reference to the RFP.

Experience Level

Respondents are to provide a listing of up to **three (3) New Jersey public school projects** in which the firm has provided project management services in the last **ten (10) years**.

Provide the following information for each project:

- School District
- Project name and location
- Project size in square feet (S.F. of new and/or additions and renovations, whichever is applicable)
- Owner's representative and phone number
- Construction estimate
- Actual bid results
- Estimated final cost with change orders
- Date service began
- Scheduled construction completion date
- Number of prime contractors for this project
- The architectural or engineering firm, including address, phone number, contact person
- Description of your firm's interactions with the architectural firm

Respondents, by submitting a proposal acknowledge that they fully understand the scope of service, work, and activity to be performed.

Respondents are to provide evidence of any innovation and/or successful approach in providing the services requested.

Provide a listing of unique qualifications your firm possesses that would be of benefit to the Gloucester City Board of Education in the execution of this contract.

Evaluation Questions

All respondents are to provide written narratives to the following inquiries:

- Does the Construction Management Firm's proposal demonstrate a clear understanding of the scope of services and related objectives?
- Has the Construction Management Firm's past performance of the firm been documented and verified?
- Does the Construction Management Firm's proposal reflect that the firm is well-versed in all applicable requirements and practices?
- Does the Construction Management Firm maintain licensed and qualified professional staff in numbers sufficient to ensure a timely and accurate response to the Board?

B. MANAGEMENT

Business Organization Capacity

The respondent shall submit a full description of the business organization to include, but not be limited to:

- Name, address, phone, fax, website, e-mail address, and other information of the professional firm or individual, including a brief historical and current summary of the organization.
- An organizational chart noting the names of all principals and partners;
- A statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;
- Resumes of key staff members who will be assigned to this contract; and
- Other information concerning individuals of the professional firm that would assist the School Business Administrator in the evaluation process.

Project Team

It is the CMF's responsibility to propose staffing that will be adequate to provide the scope of services requested and achieve a successful project outcome.

Respondents are to describe the education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles. Identify their proposed level (monthly hours) of commitment to this project. Include an organization chart and resumes for all persons identified as potential key staff.

Respondents are required to identify the Project Executive/On-site Construction Manager who will be committed to this project for the duration unless otherwise advised or approved by the School Business Administrator.

Minimum qualification requirements include:

- **The project executive** should have at least ten (10) years of management experience with a minimum of five (5) New Jersey public projects of a similar size and scope. This individual will be a licensed P.E., Registered Architect, or Certified Construction Manager.
- **The construction manager** should have good communication and computer skills, at least five (5) years of management experience on comparable public building construction projects; or shall have a degree in Architectural, Engineering, or Construction Management with a minimum of five (5) years of experience.
- **The inspector/field manager** should have good communication and computer skills, at least three (3) years of management experience on comparable public building construction projects; or shall have a degree in Architectural, Engineering, or Construction Management with a minimum of five (5) years of experience.

Management Approach:

A detailed plan for providing the proposed services, with a description of the proposing firm's approach to construction management, client satisfaction, specific scope of services, and description of your approach to quality assurance.

Evaluation Questions

All respondents are to provide written narratives to the following inquiries:

- Will the Construction Management Firm provide all services in a timely fashion to meet the Board's needs?
- How is work distributed among the Construction Management Firm staff, if there are principals and associates?
- History and experience in performing the work.
- Does the Construction Management Firm document a record of the reliability of timely responses?
- Does the Construction Management Firm demonstrate a track record of reliable and competent service?

Qualifications; Relevant Experience

Respondents shall submit documentation highlighting qualifications and experience they have that will assist the school District in the evaluation and selection process. Such documentation shall include, but not be limited to:

- Evidence of providing services as listed in the specifications to five (5) public school districts/Districts for a minimum of at least seven (7) years;
- Copies of all professional or educational licenses that are required to perform the services as listed in the specifications;
- Other information concerning the firm and/or individuals of the firm that would assist the School District in the evaluation process.
- Availability of personnel, facilities, equipment, and other resources to provide the services requested.
- Affirmative action and cultural diversity and sensitivity training plan of the firm;
- Evidence of timely delivery of services performed within budgeted constraints.
- Provide at least three (3) references from New Jersey public school districts within the past seven (7) years. Letters of recommendation are preferred.

Licenses and Pre-qualification—State of New Jersey DPMC

Respondents are to provide proof of any necessary professional license or certification from the State of New Jersey for all professionals assigned to the engagement; including but not limited to pre-qualification under N.J.S.A. 18A:18A-27.1. Respondents are to provide a copy of the firm's Notice of Classification as issued by the NJDPMC.

N.J.S.A. 18A:18A-27.1: Prequalification of certain persons performing school construction management services.

1. Notwithstanding the provisions of N.J.S.18A:18A-5 or any other section of law to the contrary, any person who performs construction management services for a school facilities project constructed by a school district, which services have a cost in excess of the bid threshold amount specified in N.J.S.18A:18A-3, shall be prequalified by the Division of Property Management and Construction in the Department of the Treasury. This requirement shall not apply to construction management services performed by a full-time employee of a school district.

C. COST

Fee Proposal—Hourly Rate

The District is asking respondents to submit an hourly rate fee for each of the personnel listed below. The hourly rates will be paid on an “as-needed basis.” The hourly rate fees will be entered on the enclosed Proposal Form.

- **Project Executive**
- **Construction Manager**
- **Inspector/Field Manager**

The hourly rates included on the Proposal Form are firm for the entire three (3) year contract.

Payments to Construction Management Firm

Every effort will be made to pay the Construction Management Firm within thirty (30) to sixty (60) days provided the School Business Administrator receives the appropriate documentation including but not limited to:

- Log of Services
- Signed Invoice
- Signed voucher by the vendor

The invoice for the services shall be submitted on a monthly basis to the School Business Administrator. Payment will be made after monthly services have been provided by the Construction Management Firm.

There shall be no advance payments.

Invoices for services shall at a minimum include the following information:

- Dates services provided during the month
- Name of Construction Manager or other individuals approved by the Board
- List of services provided
- Amount of time spent on each particular service
- The total amount of the invoice
- Other items and services agreed upon

All invoices shall be signed with an original signature and are to be sent to the School Business Administrator for review and approval in accordance with board policy. **Invoices shall not be presented to any other school official.**

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/or services have been rendered. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

Financial Disclosure of Respondent

The respondent shall provide a financial disclosure narrative that the firm has sufficient financial resources to meet its obligation. Supporting financial statements, audits and documents are to be submitted with the proposal. The respondent is to list any judgments within the last three (3) years and/or a list of bankruptcy or organization proceedings within the last ten (10) years.

Contract Expenses

Respondents are to note the following as it pertains to expenses related to the contract:

- Expenses; Related to Contract; Incidental

All incidental expenses related to this contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the respondent. The District will not reimburse any vendor for any incidental expenses related to the contract.

- Expenses Not Related to the Contract; District Procedures

There may be a circumstance where a request is made for the respondent to provide services not directly related to the contract. These services not related to the contract are not to be provided by the respondent unless so approved in writing by the school District or the District may procure the services requested through a competitive process.

- Extraordinary Expenses

Extraordinary expenses to be incurred by the respondent in the performance of their duties may be brought to the District prior to the actual expenditure. The Board, upon recommendation of the appropriate administrator, may consider reimbursing the expense, or the School may procure the services separately.

Travel/Parking Reimbursement

The Board of Education may consider reimbursing the respondent for all reasonable vehicle travel, including tolls, to and from the respondent's place of business, to and from the School Board of Education. If travel is approved by the School Business Administrator, the following shall apply:

- Mileage Reimbursement—Reasonable Vehicle Travel

The Board of Education will pay as part of this contract, mileage reimbursement at the current Federal IRS mileage rate. Travel logs are to be submitted with the monthly invoice.

- Tolls – receipts required; EZ Pass; Toll Receipts

The Board of Education will pay as part of this contract, all tolls paid by the respondent during travel to and from the School Board of Education. Copies of toll receipts and/or EZ Pass statements must be provided for reimbursement.

- Travel Time

The Board of Education will not pay for any travel time to and from the Construction Management Firm's business or home to and from the school Board of Education.

Evaluation Process –Methodology of Awarding Contracts

The State Comptroller recommends the following:

- Weighting of criteria should be used with some criteria to be determined more important than others.
- Scoring and evaluation process should be well documented.

Scoring of Technical, Management, and Cost Criteria—100 Points

	<u>Category</u>	<u>Value Points</u>
I.	Technical	30 Points
II.	Management	30 Points
III.	Cost	40 Points

Evaluation of Proposals – School Business Administrator Evaluation Committee

A committee may be selected to assist the School Business Administrator in the evaluation of proposals that have been submitted. Committee members are familiar with the need for services to be performed in the request for proposal. For Competitive Contracting proposals, the School Business Administrator shall prepare a report evaluating and recommending the award of the contract. N.J.S.A. 18A:18A-4.5 (d). Committee members will be identified in the final report submitted to the Board and also in the award of contract resolution.

Procurement Process

Procurement for the services requested under this RFP will be conducted in accordance with the “competitive contracting” provisions of the Public School Contracts Law codified at *N.J.S.A. 18A:18A-4.1 et seq.* and related regulations at *N.J.A.C. 5:34-4.1*. Under this law, the Board is permitted to select the proposal that most closely matches the criteria established by the Board for the requested service. The Board’s review will include a weighing of all factors in addition to a consideration of the fees and commissions to be charged. Therefore, the Board’s decision will be based on price and other factors considered.

Presentations and Interviews

The Board of Education may at its option, require respondents of its choice to attend interviews and make presentations to District officials for clarification regarding their submission. This process may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation. Under no circumstances shall the provisions of the proposal be subject to negotiation— N.J.S.A. 18A:18A-4.5 (b).

Award of Contract—Report/Recommendation of School Business Administrator

The School Business Administrator shall evaluate all proposals received. After the proposals have been evaluated, the School Business Administrator shall prepare a report, evaluating and recommending the award of the contract. N.J.S.A. 18A-18A-4.5 (d)

The Board of Education intends to award the contract, based upon the report and recommendation of the School Business Administrator, to the respondent whose response is the most advantageous to the board, price, and other factors considered, and who will provide the highest quality service at fair and competitive prices.

Contract Period

Unless otherwise noted the term of the contract will be from on or about July 1, 2025, through June 30, 2028, a three (3) year contract. The contract may continue through the completion of any construction projects assigned to the construction manager.

Coordination of Activities—Principal Point of Contact

This project will be coordinated by the Office of the School Business Administrator.

SARAH J. BELL

School Business Administrator/Board Secretary
Gloucester City Board of Education

Format

Respondents are to submit one original proposal, one copy, and a USB flash drive containing the full proposal must be submitted. The proposal must be in a sealed envelope or package clearly marked as follows: Construction Management Services.

Proposals sent via facsimile or e-mail will not be accepted. The Board is not responsible for delays in the mail or hand deliveries and the Board will not open or consider proposals that are received by the Business Administrator at the Business Administrator’s office after the above-referenced time for opening the proposals. At such time, all proposals will be opened in public and key provisions read aloud.

Addenda or Amendments to RFP

During the period provided for the preparation of responses to the RFP, the Board of Education may issue addenda, amendments, or answers to written inquiries. Those addenda will be noticed by the Board of Education and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

**GLOUCESTER CITY BOARD OF EDUCATION
GLOUCESTER CITY, NEW JERSEY 08030**

Proposal Form

Construction Management Services

Proposal No. CC/RFP 02-2024/25

Proposal Date: April 17, 2024

I/we hereby submit the following hourly rates for the personnel listed.

Project Executive \$_____ per hour

Construction Manager \$_____ per hour

Inspector/Field Manager \$_____ per hour

The hourly rates included on the Proposal Form are firm for the entire three (3) year contract.

Name of Company _____

Address _____

City, State, Zip _____

Phone No. _____ Ext. _____ Fax No. _____

E-mail: _____

Tax ID No. _____

Unique Identity Number (if applicable) _____ CAGE Code (if applicable) _____

Authorized Agent _____ Title _____

Authorized Signature _____ Date _____