

**PLAINFIELD BOARD OF EDUCATION
PLAINFIELD, NEW JERSEY 07063**



Competitive Contracting--Request for Proposals (RFP)
Proposal Specifications & General Requirements

CONSTRUCTION MANAGEMENT SERVICES

Proposal No. CC/RFP 2024-02

Tuesday, July 18, 2023
Proposal Opening Date

11:00 a.m.
Proposal Opening Time

Cameron E. Cox
Acting School Business Administrator/Board Secretary

**PLAINFIELD BOARD OF EDUCATION
PLAINFIELD, NEW JERSEY 07063**

Competitive Contracting-- Request for Proposals (RFP)

Legal Advertisement

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

PROPOSAL NO. CC/RFP 2024-02 CONSTRUCTION MANAGEMENT SERVICES

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

CAMERON E. COX

Acting School Business Administrator/Board Secretary
Plainfield Board of Education
1200 Myrtle Avenue
Plainfield, New Jersey 07063

To request a copy of the proposal, please email the District at purchasing@plainfield.k12.nj.us

Proposals must be submitted in a sealed envelope and delivered to the Office of the Acting School Business Administrator/Board Secretary of Plainfield 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 2024-02**
Name and Address of the Respondent
Proposal Due Date: **Tuesday, July 18, 2023**
Proposal Opening Time: **11:00 a.m.**

Location of Proposal Opening:

PLAINFIELD BOARD OF EDUCATION
1200 Myrtle Avenue
Plainfield, New Jersey 07063

The proposal opening process will begin on the advertised date and time at the Plainfield Board of Education, Plainfield, New Jersey 07063. Proposals may also be submitted to the Acting School Business Administrator/Board Secretary or designee at the proposal opening meeting, in the Board Meeting Room, prior to the advertised date and time. Proposals that are submitted are to be sealed. Proposals must be submitted in duplicate on the submittal forms as provided, and in the manner designated.

The Board 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. Failure to properly label the proposal envelope may lead to the rejection of the proposal. The Board of Education does not accept electronic (e-mail) submissions of bids or proposals. On the advertised date and time, the Acting 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), 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.

CAMERON E. COX
Acting School Business Administrator/Board Secretary

STANDARDS OF CONDUCT; CONFLICTS OF INTERESTS ETHICS IN PURCHASING

The Plainfield Board of Education hereby establishes the following *Standard of Conduct; Conflict of Interests* in the selection, award, and administration of contracts using federal funds.

Conflict of Interest

No employee, officer, or agent of the Board of Education may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Financial Interest; Involvement in Contracts

No person officially connected or employed with, the Board of Education shall be an agent for, or be in any way pecuniarily or beneficially interested in, or receive any compensation or reward of any kind for, the sale of any textbooks, school apparatus or supplies of any kind, for use in the school district with which he is connected or by which he is employed or within the state or part thereof over which his jurisdiction extends, upon penalty of removal from office or of revocation of his certificate to teach or to administer, direct or supervise the teaching, instruction or educational guidance of pupils in the public schools, but the prohibition of this section shall not prevent any person from receiving royalties upon the sale of any textbook of which he is the author. N.J.S.A. 18A:6-8

No school official shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he has an interest, has a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independence of judgment.

No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that is or creates some benefit to the school official or member of his immediate family. N.J.S.A. 18A:12-24 (c)

Solicitation/Receipt/Acceptance of Gifts and Gratuities from Contractors

The officers, employees, and agents of the Board of Education may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. School board members, school officials, and employees, or members of their immediate family are prohibited from soliciting, receiving, or agreeing to receive any compensation, reward, employment, gift, meal, honorarium, travel, reimbursement, favor, loan, service, or other things of value from any person, firm, corporation, partnership, or business that is a recipient of a purchase order from the district, or a potential bidder, or an applicant for any contract with the district, based upon an understanding that what is solicited or offered was for the purpose of influencing the board member or school employee in the discharge of their official duties. N.J.S.A. 18A:12-24 (e).

Contractor/Vendor Responsibility – Doing Business with the Board of Education

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 thing of value of any kind to any official or employee of the Board or any member of the official's or employee's immediate family. No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Disciplinary Actions for Violations of Standards

Officers, employees, and agents of the Board of Education who violate the standards of conduct, shall be subject to administrative disciplinary actions which may lead to suspension of employment; removal of office, and revocation of his certificate to teach or administer in the State of New Jersey.

Debarred and Suspended Vendors

The District notifies all vendors and contractors that a contract award will not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). Debarment and Suspension.

Disclosure of Fraudulent Activities

The Board of Education will disclose all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award pursuant to Uniform Grant Guidance, **2 CFR 200.113**. Such disclosures must occur in a timely manner and be submitted in writing to the United States Department of Education and the New Jersey Department of Education.

The Standard of Conduct; Conflict of Interest policy and procedures pertains to all purchases made by the District when using Federal Funds.

**PLAINFIELD 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

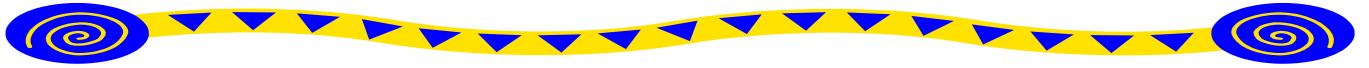
The documents listed above when required, are to be submitted with the proposal package. Failure to submit them may be cause for disqualification of the respondent for being non-responsive pursuant to N.J.S.A. 18A:18A-4.5 (b).

B. Reminder Checklist

As a courtesy, the Office of the Acting School Business Administrator/Board Secretary 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.

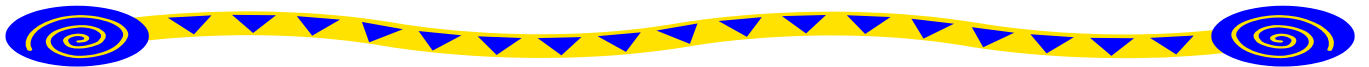
Item	Yes	No
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered all questions fully and accurately?		
3. Have you signed all your documents (blue ink)? Facsimile, rubber-stamped, electronic, or digital signatures are not acceptable.		
4. Have you prepared all documents for submission?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

PLAINFIELD BOARD OF EDUCATION



Competitive Contracting

GENERAL SPECIFICATIONS



Cameron E. Cox
Acting School Business Administrator/Board Secretary

PLAINFIELD BOARD OF EDUCATION

COMPETITIVE CONTRACTING/REQUEST FOR PROPOSALS (RFP)

CONSTRUCTION MANAGEMENT SERVICES

PROPOSALS ARE TO BE SUBMITTED TO:

Cameron E. Cox

Acting School Business Administrator/Board Secretary
Plainfield Board of Education
1200 Myrtle Avenue
Plainfield, New Jersey 07063

BY: 11:00 a.m. PREVAILING TIME

ON: Tuesday July 18, 2023

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 2024-02
Name and Address Respondent	
CC Due Date:	Tuesday July 18, 2023
CC Deadline Time:	11:00 a.m.

Failure to properly label the proposal envelope may lead to the rejection of the proposal! To ensure there is “social distancing” amongst all parties in the proposal opening, the opening will be conducted via online live streaming. The names of the vendors and their prices will be announced on the online live streaming which may be viewed by the general public and interested parties on the advertised proposal submission date and time. There will be no public attendance at the proposal opening meeting.

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

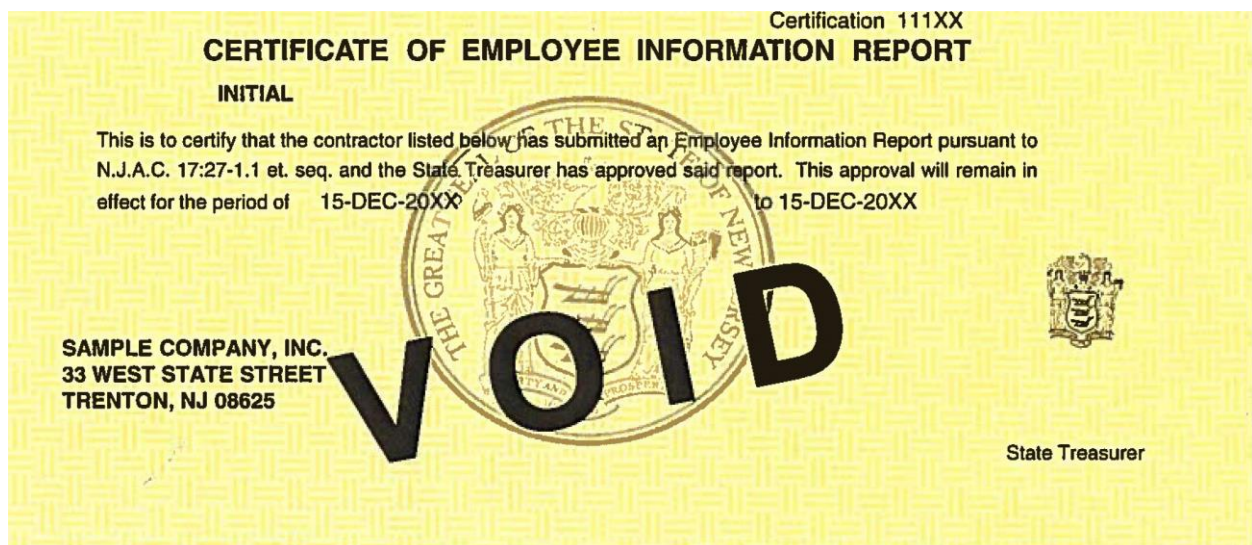
Each company shall submit to the Plainfield Board of Education, after notification of award, but prior to execution of a goods and services contract, one of the following three documents:

- 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 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 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 execution of the contract will result in the rejection of the 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. S121 01 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 to 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 Acting 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 request for proposal 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, subject, however, to the extension pursuant to N.J.S.A. 18A:18A-36 (a).

7. BRAND NAME OR EQUIVALENT NOT APPLICABLE

Whenever the Board of Education requests a brand name for a particular item, it will consider a "brand name or equivalent". If the respondent desires to propose an equivalent item the respondent shall do the following:

- On the Proposal Form, write in ink next to the item requested, the respondent's substitute item, including brand name, model number, and full description of the item. This is the only change to the Proposal Form the Board will accept.
- Provide a sample of the substitute item if requested. The sample item must be provided before or at the time of the proposal opening. The sample item shall be a paper, brochure, or illustrative literature outlining the brand/manufacturer name, model number, and full description of the item.
- If a sample is not required the Board requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including the manufacturer's name, model number, etc.
- Failure to provide a sample item or literature about substitute bids when requested may be cause for disqualification of that item from the proposal.
- It is the responsibility of the respondent to demonstrate the equivalency of the items offered.

8. 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 providing responses for requested proposals are requested, but not required, to submit with their response package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey.

The Board reminds all respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of the contract will result in the rejection of the proposal.

Subcontractors

Prior to contract award or authorization, the contractor shall provide the Board 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 bidder, who in turn, shall provide it to the Board of Education prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- 1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
- 2) 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.
- 3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online.

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

Sample Business Registration Certificates

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. 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT TRADE NAME: CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#: 970-097-382/500 SEQUENCE NUMBER: 0107330

ADDRESS: 847 ROEBLING AVE ISSUANCE DATE: 07/14/04
TRENTON NJ 08611

EFFECTIVE DATE: 01/01/01

FORM-BRC(08-01) *John S. Tully*
Acting Director

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

9. 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.

10. CHALLENGES TO SPECIFICATIONS; RFP PROTEST N.J.S.A. 18A:18A-15;

Any prospective respondent who wishes to challenge an RFP specification shall file such challenge in writing with the Acting School Business Administrator/Board Secretary/Board Secretary no less than three (3) business days prior to the opening of RFP responses. Challenges filed after that time shall be considered void and having no impact on the school or the award of a contract. All RFP award protests shall be filed with the Acting School Business Administrator/Board Secretary/Board Secretary prior to the award of the contract.

11. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS

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

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

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

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

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

The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

- **Board of Education Requirement**

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

- **Federal Contracts**

Contractors and vendors having federal contracts for School Food Authority shall provide access to their records to duly authorized representatives of the district, the New Jersey Department of Agriculture, and the United States Department of Agriculture, when applicable.

12. COORDINATION OF ACTIVITIES

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

13. 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.

14. 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). Any person that is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in this State.

All respondents are required to submit a sworn statement 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)

15. DOCUMENTS, MISSING/ILLEGIBLE

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

16. 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 pursuant to N.J.S. A. 18A:18A-4.5 (b). 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 Disclosure
- Statement of Ownership

*Please check your RFP package for these forms!

17. 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 his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information. Each respondent submitting a proposal for a service contract shall include in his 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.

18. 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 public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a proposer 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.

19. FINANCIAL GUARANTEE AND BONDING REQUIREMENTS 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 Plainfield 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 check 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.

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.

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, digital, electronic signatures, 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.

20. 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.

21. GENERAL CONDITIONS

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

No service shall be rendered by the successful vendor/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).

- **Contracts**

Upon notification of the award of the contract by the Board of Education, the successful vendor shall sign and execute a formal agreement between the Board and the successful vendor.

- **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 Acting 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.

- **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.

- **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 Acting 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.

- **Deadline for Submitting Proposals**

All proposals shall be addressed to:

Cameron E. Cox
Acting School Business Administrator/Board Secretary
Plainfield Board of Education
1200 Myrtle Avenue
Plainfield, New Jersey 07063

All proposals are to be received by the Board of Education no later than
Tuesday July 18, 2023
11:00 a.m.

Proposals received after the date and time noted shall not be accepted or considered.

Number of Copies to be Submitted -- One (1) Original; One (1) Copy

The District requires one (1) original proposal and one (1) copy to be submitted at the proposal date and time. Other instructions on submission may be found in the technical specifications.

22. 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 supplying 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 each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage, and Products Liability.
- Automobile Liability with a \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident. Automobile liability insurance shall be included to cover any vehicle used by the insured.
- Cyber Security and Privacy Liability with a \$1,000,000 per occurrence or claim.

Other Insurance Coverage

\$ 100,000 Pollution Cleanup

\$ 50,000 Fire Damage

\$ 5,000 Medical 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. The certificate holder shall be as follows:

Plainfield Board of Education
c/o Acting School Business Administrator/Board Secretary
1200 Myrtle Avenue
Plainfield, New Jersey 07063

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

“Plainfield 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

INSURANCE; PROFESSIONAL LIABILITY REQUIRED

Including the Commercial Liability, Automobile Liability, Sexual Harassment, Abuse or Molestation coverage, the successful respondent to whom the contract is awarded shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

Professional Liability Insurance Certificate with the following limits:

\$1,000,000 Errors & Omissions Insurance or Professional Liability
\$3,000,000 Aggregate

Other insurance coverage required when providing medical services:

Medical Malpractice--\$1,000,000

The successful respondent shall provide to the board of education an insurance certificate with the name as to the certificate holder shall be as follows:

Plainfield Board of Education
c/o Acting School Business Administrator/Board Secretary
1200 Myrtle Avenue
Plainfield, New Jersey 07063

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

This indemnification obligation is not limited by but is in addition to, the insurance obligations contained in this agreement. The vendor/contractor is to assume all liability for every sort of incident to the work, including property damage caused by him or his workers or by any subcontractor employed by him or any of the subcontractor's workers.

23. 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 Acting School Business Administrator/Board Secretary and must be received at least ten (10) days, not including Saturdays, Sundays, and holidays, prior to the date fixed for the opening of proposals to be given consideration.

Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda 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.

24. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES FORM N.J.S.A. 18A:18A-49.4

The Plainfield 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.

25. 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.

26. 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 said Proposal and this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

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

The Plainfield Board of Education has provided a Non-Collusion Affidavit form here within the specifications package. All respondents are to complete, sign, have the 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.

27. 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;
- Packing Slips; and
- Invoices.

Payment will be rendered upon completion of services or delivery of 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.

28. PERFORMANCE BOND NOT REQUIRED

When required, the successful vendor shall furnish a Performance, Payment, and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such bond shall be in the form required by Statute.

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

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

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

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

Successful respondents shall execute a formal contract with the Board in the form required and in such number of counterparts as the Board may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the successful respondent within ten (10) days after the receipt by the successful respondent of notice accepting his proposal by the Board.

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

29. 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 \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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.

30. 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.

31. 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.

[Pre-Employment Resources P.L. 2018, c. 5 \(nj.gov\)](https://www.nj.gov/education/pre-employment-resources-p.l.2018.c.5/)

32. PRESENTATION AND INTERVIEWS

The Board of Education may at its option, require respondents of its choice to attend interviews to provide the opportunity for the vendors to provide clarification regarding their submission. This process, pursuant to N.J.A.C. 5:34-4.3 (d) (3), 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)

33. 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 with the school district will be absolved from responsibility for the premature opening of any proposal not properly labeled and sealed.

34. 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

35. RUSSIA OR BELARUS; PROHIBITED ACTIVITIES

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

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

36. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)

No business organization, regardless of 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.

37. 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 Acting School Business Administrator/Board Secretary. 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.

38. 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 any and 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.

39. 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.

40. WITHDRAWAL OF PROPOSALS

- **Before The Proposal Opening**

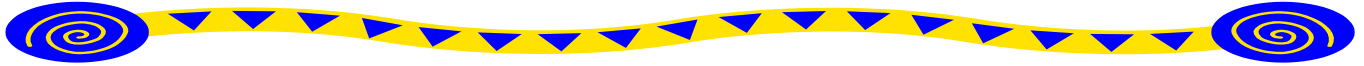
The Acting School Business Administrator/Board Secretary may consider a written request from a respondent to withdraw a proposal if the written request is received by the Acting School Business Administrator/Board Secretary before the advertised time of the proposal opening. Any respondent who has been granted permission by the Acting School Business Administrator/Board Secretary 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 Acting School Business Administrator/Board Secretary 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.

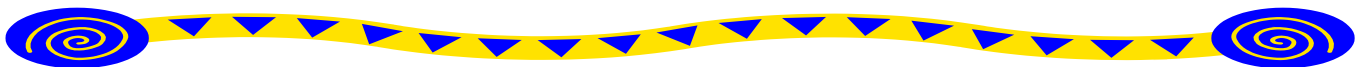
The contractor/vendor who wishes to withdraw a proposal must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or unintentional omission or both.

The request to withdraw a proposal after the proposal opening may be reviewed by the Acting School Business Administrator/Board Secretary, the Director of Facilities, other interested administrators and the Architect of Record for the project (if applicable) 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)).



Cameron E. Cox
Acting School Business Administrator/Board Secretary

ACKNOWLEDGEMENT OF ADDENDA

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

Proposal Date: Tuesday July 18, 2023

The Respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during the 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

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

Proposal Date: **Tuesday July 18, 2023**

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)

Click on “AA 302 Employee Information Report”
Complete and submit the form with the appropriate payment to:

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

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

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

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

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

City, State, Zip _____

To be completed, signed and returned with Proposal

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 Acting School Business Administrator/Board Secretary.

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

When applicable, the contracted service provider shall provide to the school district prior to commencement of the contract, evidence or proof that each employee assigned to provide services and that comes in regular contact with students has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. 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 Resources P.L. 2018, c. 5 \(nj.gov\)](https://www.nj.gov/education/office-of-student-protection/pre-employment-resources-p.l.-2018-c.-5-nj.gov)

Name of Company _____

Name of Authorized Representative _____

Signature _____ Title _____

To be completed, signed and returned with Proposal

PLAINFIELD 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 _____

CC No. 00-00

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

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

County Name: Union

State: Governor, and Legislative Leadership Committees

Legislative District #: 20, 21, 22, & 29

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

County:

Commissioners

County Clerk

Sheriff

Surrogate

Fire Districts None

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

Berkeley Heights Township

Kenilworth Borough

Roselle Park Borough

Clark Township

Linden City

Scotch Plains Township

Cranford Township

Mountainside Borough

Springfield Township

Elizabeth City

New Providence Borough

Summit City

Fanwood Borough

Plainfield City

Union Township

Garwood Borough

Rahway City

Westfield Town

Hillside Township

Roselle Borough

Winfield Township

Boards of Education (Members of the Board):

Berkeley Heights

Linden City

Scotch Plains-Fanwood

Township

Mountainside Borough

Regional

Clark Township

New Providence Borough

Springfield Township

Cranford Township

Plainfield City

Summit City

Elizabeth City

Rahway City

Union Township

Garwood Borough

Roselle Borough

Westfield Town

Hillside Township

Roselle Park Borough

Winfield Township

Kenilworth Borough

To be completed, signed and returned with Proposal

CONTRACTOR/VENDOR QUESTIONNAIRE & CERTIFICATION

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

Proposal Date: **Tuesday, July 18, 2023**

Construction Management Services

Name of Company _____
 Address _____ PO Box _____
 City, State, Zip _____
 Business Phone Number (____) _____ Ext. _____
 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 Plainfield 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

I certify that my company is not debarred from doing business with any public entity in New Jersey or the Federal government. N.J.A.C. 17:19-1.1 et seq.; 2 CFR Appendix II, Section (H); 2 CFR 200.318(h)

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

**PLAINFIELD BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

BID SOLICITATION/PROPOSAL TITLE CONSTRUCTION MANAGEMENT SERVICESE
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/RFP No. 2024-02

Proposal Date: Tuesday July 18, 2023

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 bid, and that all statements contained in said Proposal and this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said 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 to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

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

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

Part II Check the appropriate box

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

PART IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Plainfield 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.

PLAINFIELD BOARD OF EDUCATION
Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity _____

PART 1: CERTIFICATION

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

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

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

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

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

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS

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

IF UNABLE TO CERTIFY

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

PART 2: ADDITIONAL INFORMATION

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

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

PART 3: CERTIFICATION OF TRUE AND COMPLETE INFORMATION

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

I acknowledge that the <Plainfield Board of Education> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <Plainfield Board of Education> to notify the <Plainfield Board of Education> in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <Plainfield Board of Education> and that the <Plainfield Board of Education> at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ **Title** _____
Signature _____ **Date** _____

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

The contractor 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.

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 facsimiles, rubber stamps, or electronic, digital signatures.

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

Cameron E. Cox

Acting School Business Administrator/Board Secretary



Competitive Contracting Request for Proposal

TECHNICAL SPECIFICATIONS



Cameron E. Cox
Acting School Business Administrator/Board Secretary

PLAINFIELD BOARD OF EDUCATION PLAINFIELD, NEW JERSEY 07063

REQUEST FOR PROPOSAL (RFP)

CONSTRUCTION MANAGEMENT SERVICES

PURPOSE

The Plainfield 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.

THE DISTRICT

The Plainfield Board of Education is a Union County-based prekindergarten to 12th-grade school district. The District is comprised of ten pre-k to 5th-grade elementary schools, two 6th to 8th-grade middle schools, one 7th to 12th-grade Academy, and two 9th to 12th-grade high schools. Current student enrollment is approximately 8,400 and there is a workforce of approximately 1200. Additional information can be found at <https://www.plainfieldnj12.org>

Construction Manager--Agent/Representative of the District

The Construction Management Firm (CMF) shall work with the architect/engineer 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 Acting School Business Administrator/Board Secretary

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

CAMERON E. COX

Acting School Business Administrator/Board Secretary

Scope of Services—"As Needed" Basis

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 on an "as needed" basis.

- 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 Acting School Business Administrator/Board Secretary 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 Acting School Business Administrator/Board Secretary, 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 Architect and Acting School Business Administrator/Board Secretary.
- 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 Acting School Business Administrator/Board Secretary's approval.
- Attend Pre-Bid Conferences and assist the Architect and the Acting School Business Administrator/Board Secretary 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 Acting School Business Administrator/Board Secretary in preparing Construction Contracts and advise the Acting School Business Administrator/Board Secretary 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 Acting School Business Administrator/Board Secretary to develop a cost estimate for the construction project. With assistance from the Certified Estimator, the cost estimate will contain a complete breakdown of all construction costs. This may require the Cost Estimator to provide revised cost estimates due to budgetary and financial concerns. Once the Architect's documents have been completed, the Cost Estimator will provide a final cost estimate to the Acting School Business Administrator/Board Secretary with concurrence from the Architect.

Final Cost Estimate

The final cost estimate presented by the Cost Estimator 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 Acting School Business Administrator/Board Secretary, 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 Acting School Business Administrator/Board Secretary that performs the following:

- Advertise for Bids

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

- Conduct Pre-Bid Meetings

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

- Issuing Addenda

The Acting School Business Administrator/Board Secretary 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 Acting School Business Administrator/Board Secretary will issue the addenda.

- Bid Opening

The Acting School Business Administrator/Board Secretary 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 Acting School Business Administrator/Board Secretary in the evaluation of all responses. The Acting School Business Administrator/Board Secretary 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 Acting School Business Administrator/Board Secretary with the preparation of the Notice to Proceed. The official Notice to Proceed will be issued by the Acting School Business Administrator/Board Secretary.

- Entrance Conference

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

CONSTRUCTION PHASE

CONSTRUCTION PHASE

➤ **Meeting with Architect and Acting School Business Administrator/Board Secretary**

Upon award of the contract by the District, the Construction Manager (CM) assigned to the Construction Project shall meet with the Architect and the Acting School Business Administrator/Board Secretary, 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 Acting School Business Administrator/Board Secretary 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 Acting School Business Administrator/Board Secretary.

➤ **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 projects 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 Acting School Business Administrator/Board Secretary.

➤ **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 Acting School Business Administrator/Board Secretary 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 Acting School Business Administrator/Board Secretary.

➤ **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 and 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 Acting School Business Administrator/Board Secretary, 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 Acting School Business Administrator/Board Secretary, 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 Acting School Business Administrator/Board Secretary. 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 Acting School Business Administrator/Board Secretary 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 and 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 Acting School Business Administrator/Board Secretary 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 Inspections 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 Acting School Business Administrator/Board Secretary.

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

The CM shall be responsible to coordinate, schedule and monitor 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 Acting School Business Administrator/Board Secretary, 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 Acting School Business Administrator/Board Secretary, 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 Architect and review with Acting School Business Administrator/Board Secretary 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 Acting School Business Administrator/Board Secretary and Architect regarding final payments and release of retainage amounts.
 - Assist the Acting School Business Administrator/Board Secretary with the reconciliation of final payments for contractors, architects, and vendors, along with the negotiation of final settlements with subcontractors.
- Assist the Acting School Business Administrator/Board Secretary 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 Acting School Business Administrator/Board Secretary 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 Acting School Business Administrator/Board Secretary. 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, Bid, and 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.
- **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 or Engineering, 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 Acting School Business Administrator/Board Secretary 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.

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 **five (5) New Jersey public school projects** in which the firm has provided project management services in the last **seven (7) 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 which would be of benefit to the Plainfield 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 Architect 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 Acting School Business Administrator/Board Secretary 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 Acting School Business Administrator/Board Secretary.

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 certified estimator** should have good communication and computer skills and at least four (4) years of certifying costs and liabilities of construction on comparable public building construction projects. It is preferred the certified estimator have a certification and is a member of the American Society of Professional Estimators.

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) New Jersey public school 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.

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.

Evidence of your firm’s current NJDPMC/NJSDA unlimited prequalification status for Construction Management is required and should be included.

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**
- **Certified Estimator**

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 Acting School Business Administrator/Board Secretary 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 Acting School Business Administrator/Board Secretary. 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 Acting School Business Administrator/Board Secretary 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 Acting School Business Administrator/Board Secretary, 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 – Acting School Business Administrator/Board Secretary/Board Secretary/Evaluation Committee

A committee may be selected to assist the Acting School Business Administrator/Board Secretary 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 Acting School Business Administrator/Board Secretary 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 Acting School Business Administrator/Board Secretary

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

It is the intention of the Board of Education to award the contract, based upon the report and recommendation of the Acting School Business Administrator/Board Secretary, 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 August 1, 2023, through June 30, 2024. The contract may continue through the completion of any construction projects assigned to the construction manager.

AIA Document C132 Standard Form of Agreement Between Owner and Construction Manager as Adviser

The District informs all respondents that it will not sign the AIA Document C132, Standard Form of Agreement Between Owner and Construction Manager as Adviser. In its place, the Board Attorney for the District will prepare a written contract agreement to be in compliance with N.J.S.A. 18A:18A-40.

Coordination of Activities—Principal Point of Contact

This project will be coordinated by the Office of the Acting School Business Administrator/Board Secretary.

CAMERON E. COX

Acting School Business Administrator/Board Secretary
Plainfield 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.

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 Acting School Business Administrator/Board Secretary 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 Acting School Business Administrator/Board Secretary. 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

Presentation of Invoices

All invoices shall be signed with an original signature and are to be sent to the Acting School Business Administrator/Board Secretary 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.

**PLAINFIELD BOARD OF EDUCATION
PLAINFIELD, NEW JERSEY 07063**

Proposal Form

Construction Management Services

Proposal No. CC/RFP 2024-02

Proposal Date: Friday, July 14, 2023

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

Project Executive \$_____ per hour

Construction Manager \$_____ per hour

Certified Estimator \$_____ per hour

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 _____

PLANNED PROJECTS FOR THE PLAINFIELD BOARD OF EDUCATION

COOK ELEMENTARY SCHOOL

Contractor	Description
Direct Flooring	Terrazzo Polishing Of Hallways, Stairs, And Bathrooms
JG Painting	Interior Commercial Painting
Niram	Cafeteria Ceiling Removal & Replacement
Niram	Cafeteria Partition Wall & Ceiling Installation
Premier Business Solutions	Hallway / Classroom Lockers

HUB STINE ATHLETIC COMPLEX

Contractor	Description
Tba	Varsity Football Field - Turf
FieldTurf	Track Resurfacing
FieldTurf	Tennis Court Renovation
Hellas Construction	Athletic Field Lighting - Football/Track

MAXSON MIDDLE SCHOOL

Contractor	Description
Tba	Soccer Field - Turf
Tba	Engineering Estimate For Turf Field
Hellas Construction	Athletic Field Lighting - Soccer

PLAINFIELD HIGH SCHOOL

Contractor	Description
Hannon Flooring	Auditorium Flooring
Longo Associates	Auditorium And Room 200 Seating
Mathusek	Room 200 Flooring
Puretek Group	Theatrical Lighting, A/V & Rigging Equipment
Sal Electric	Theatrical Lighting Infrastructure & Controls
Sal Electric	Aisle Lighting, Cameras, Hoist

Architects of Record

Remington & Vernick Engineers
DMR Architects