Attention Bidders

Electronic Bidding Tutorial Videos Are Available Via
https://www.nps.k12.nj.us/departments/purchasing/view-current-bids/

All bids will be received electronically via our electronic bidding platform https://npssourcing.com/ . Email Vanessa Albuquerque for user credentials via valbuquerque@nps.k12.nj.us

Bidders are encouraged to attend the virtual pre-submission meeting on Friday, November 13, 2026, 10:00 a.m. EST to review completion of the required documents and the electronic bid submission process. Virtual meeting credentials are below.

Webex Link: https://nboe.webex.com/
Meeting Number: 2634 951 4922
Password: vyHNiNNG828
Dial In: (646) 992-2010

All questions shall be submitted in writing via the bidding platform prior to 2:00 p.m. EST Friday, November 13, 2026. The specific section and page number to which each question refers to is to be indicated. Answers will be provided at least seven days prior to the acceptance of bids.

Bidders are required to submit pricing via the Pricing - Enter Bids section.

Bidders are required to upload their signed and complete bid with all required documents and signatures in the Questionnaire - Answers Questions section . The complete bid must be submitted prior to 12:00 p.m. EST Wednesday, November 25, 2026 via https://npssourcing.com/

Bids will be publicly opened and announced directly after the submission deadline. Virtual meeting credentials are below.

Webex Link: https://nboe.webex.com/
Meeting Number: 2631 788 0989
Password: quChVizW782
Dial In: (646) 992-2010

NEWARK BOARD OF EDUCATION
765 BROAD STREET
NEWARK, NEW JERSEY 07102

REQUEST FOR BID 10364
CONFERENCE VENUE

ADVERTISED:	**MONDAY, NOVEMBER 9, 2026**
PRE-SUBMISSION MEETING:	**FRIDAY, NOVEMBER 13, 2026, 10:00 A.M. EST**
LAST DAY FOR QUESTIONS: **(All questions must be submitted via the bidding platform)**	**FRIDAY, NOVEMBER 13, 2026, 2:00 P.M. EST**
SUBMISSION DATE:	**WEDNESDAY, NOVEMBER 25, 2026, 12:00 P.M. EST**

ALL BIDS MUST BE SUBMITTED VIA THE ELECTRONIC BIDDING PLATFORM
HTTPS://NPSSOURCING.COM/
PRIOR TO 12:00 P.M. EST WEDNESDAY, NOVEMBER 25, 2026

READ, REVIEW AND COMPLY

It shall be the bidder's responsibility to read the entire document, review all enclosures and attachments, and comply with all requirements specified herein. Each bidder shall be deemed to have read and to be fully familiar with the bid/contract requirements and documents. Failure on the part of bidder to familiarize themselves with the request for bid package shall not release them of their obligation to fulfill the services as outlined.

SCOPE OF SERVICES

The Newark Board of Education (NBOE, District) seeks bids from conference venues to host multiple District-sponsored events during the 2026-2027 and 2027-2028 school years. Anticipated events for the current school year concluding June 30, 2027 include, but are not limited to:

Written Out Loud Publishing Event - May 17, 2027- May 19, 2027
A Celebration of Student Voices: 3rd Grade Poetry and Artwork Showcase - May 26, 2027
Teen Arts and Young Artists Exhibitions - April 14, 2027
Week of the Young Child - April 16, 2027

These events support professional learning, family engagement, early childhood education, and community outreach initiatives throughout the District. Event participants include, but are not limited to, students, parents, educators, principals, assistant principals, and District administrators.

Event Reservation Procedures

The District anticipates utilizing the awarded contractor's venue for multiple school-related events throughout the two-year contract term, with specific event dates, durations, and requirements to be determined as the need arises. Bidders shall clearly identify their reservation procedures, including the method and timeframe by which the Board may confirm event dates and venue availability.

Attendance will vary by event, all bidders must have the ability to accommodate at least 600 standing attendees, and at least 150 parking spaces. Bidders shall identify their maximum number of standing and seated attendees, and maximum number of parking spaces available.

Bidders shall adhere to all requirements of this request for bid. The conditions and requirements are intended to be open and nonrestrictive and are to serve as standards for the purpose of obtaining adequate participation of interested vendors, and uniformity in the submission of bids. The District is under no obligation to award a contract to any Bidder as a result of this request for bid.

Venue Requirements

- One large area to accommodate 150 people with a room set up of round tables
- Six breakout rooms to accommodate up to 25 people each
- One lobby area common area for exhibitors, community partners, and informational displays
- One on-site supervisor to assist with matters related to the premises
- Technology supervisor to assist with technical issues
- Audio system
- Wireless internet
- Minimum of 6 wireless microphones
- Parking spaces for 150 people
- Podium and stage area for presentations
- Catering allowed (include the approved list of caterers with your bid submission)
- Access to curated exhibits and galleries with educational tours

PRICES
Pricing shall be entered in the Pricing - Enter Bids section of the electronic bidding platform http://www.npsourcing.com . Bidders shall utilize the data fields titled "Other" to identify additional offerings proposed to the District.

All prices will be firm and not subject to increase. Any contract resulting from this solicitation will be a firm fixed price contract. All prices bid are to include a margin for the contractor which is to include, but not be limited to, overhead, administrative costs and profit.

QUANTITIES
Exact quantities are unknown. Bidders shall provide rates based on the quantity of one. The District will not be obligated to a minimum venue booking quantity as a result of this solicitation. Regardless of the number of dates the District rents the venue the contracted rate will remain the same throughout the life of the contract.

AWARD OF CONTRACT
Award of contract will be made to the lowest responsive and responsible bidder.

QUOTATIONS AND INVOICES
Quotations

When the need for services arise, the awarded Contractor will be contacted for generation of a quote. All quotes shall be provided via email, and itemized to identify the following:

- The Contractor's complete business name, address, and contact information
- Contract number 10365
- Quote requestor's name
- Vendor's quotation number (all quotes cannot have the same number)
- Venue reservation date
- Venue amenities requested and the applicable cost
- Service personnel requested and the applicable cost
- Parking rate and number of spaces

Invoices

All invoices must specify:

- The Contractor's complete business name, address, and contact information
- Contract number 10365
- Quote requestor's name
- Vendor's quotation number
- Venue reservation date
- Venue amenities requested
- Service personnel requested
- Parking rate and number of spaces
- Purchase order number
- A unique invoice number (all invoices cannot have the same number)

- Invoice date

The District's payment terms of net 30 days begin once the awarded contractor has rendered services, provided their signed purchase order voucher and invoice to the Office of Accounts Payable.

BID SUBMISSION

It is the offerer's responsibility to ensure that is has a complete and thorough understanding of all requirements regarding the specifications of the request for bid prior to the submission of a bid. All bids will be firm offers and may not be withdrawn for a period of 90 calendar days following the last day for acceptance. Each bid must be signed on behalf of the offeror by an officer authorized to bind the organization. By submitting a bid, the bidder hereby agrees to accept a contract awarded within ninety (90) days. The ninety-day period shall be computed commencing with the date designated as the final date for the receipt of bids.

Bidders shall upload one pdf document of their complete, signed bid that includes all required documents. All bids must be submitted onto the electronic bidding platform https://npssourcing.com/ prior to 12:00 p.m. EST Wednesday, November 25, 2026. Any bid received after the date and time specified will not be considered.

10364 Conference Venue
Bid Submission Form

(Attach this form to the front of your bid)

All data fields must be typed with the exception of the authorized signature.

Legal Name of Company	
Street Address (Main Office)	
City	
State and Zip Code	
Federal Tax Identification No.	
NJ Business Registration Certificate (BRC) #	
If Not, Confirm Agreement to Secure (BRC) By Initialing Here:	
Contact Person for This Bid	
Contact Person's Telephone	
Contact Person's Email	
Authorized Signature **Required For Bid Acceptance**	
Authorized Name and Title	
Date of Signature	
Are You A Minority or Women-Owned Enterprise?	
Average Number of Employees	
Years in Business	

NEWARK BOARD OF EDUCATION

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

I. Part I – Vendor Information

Date _____

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____	_____	_____
Signature	Printed Name	Title

II. Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of _____

Vendor Name: _____Date:_____

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

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

County Name: Essex
State: Governor, and Legislative Leadership Committees
Legislative District #s: 21, 27, 28, 29, 34, 36, 40
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
County Executive	Surrogate	Registrar of Deeds

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

Belleville Township	Irvington Township	Orange City
Bloomfield Township	Livingston Township	Roseland Borough
Caldwell Borough	Maplewood Township	South Orange Village
Cedar Grove Township	Millburn Township	Verona Township
East Orange City	Montclair Township	West Caldwell Township
Essex Fells Borough	Newark City	North Caldwell Borough
Fairfield Township	North Caldwell Borough	
Glen Ridge Borough	Nutley Township	

Board of Education (Members of the Board):

Belleville Township	Glen Ridge Borough	Nutley Township
Bloomfield Township	Irvington Township	Roseland Borough
Caldwell-West Caldwell	Livingston Township	South Orange-Maplewood
Cedar Grove Township	Millburn Township	Verona Borough
Essex Fells Borough	Newark City	West Essex Regional
Fairfield Township	North Caldwell Borough	West Orange Town

County: Essex
City of Newark Board of Education (Members of the Board):
Mr. Hasani K. Council, President
Ms. Vereliz Santana, Co-Vice President
Ms. Helena Vinhas, Co-Vice President
Ms. Kanileah Anderson
Mr. Quamid Childs
Mr. Mark Comesañas
Mr. David I. Daughety
Mr. Louis Maisonave, Jr.
Mr. Jordy Nivar
Ms. Divine Kibe, Student Representative

Fire Districts (Board of Fire Commissioners):
None

NEWARK BOARD OF EDUCATION
STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	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 noncorporate 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 Newark 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 Newark Board of Education to notify the Newark 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 Newark Board of Education to declare any contract(s) resulting from this certification void and unenforceable.

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

CERTIFICATION OF NON INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

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

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

(Check the Appropriate Box)

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

OR

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

OR

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

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

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

Disclosure of Investment Activities in Iran

Person or Entity	

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

☐	*I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.*
OR	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activates in Iran below and, if more space is 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 **Newark Board of Education** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Newark Board of Education** to notify the **Newark Board of Education** in writing of any changes to the answers of information contained herein.*

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

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

Non-Collusion Affidavit:

By signing and submitting this bid the contractor certifies that this proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly to indirectly, with any bidder of person to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid prices or affiant or of any other bidder, or to fix any overhead, profit or cost element of said price, or of that of any other bidder, or to secure any advantage against the person interested on the proposed Contract; and that all statements in said proposal or bid are true.

Signature of Bidder/Contractor_____

Newark Board of Education
Working Together
Students
Teachers
Parents
Community
Developing
Intellect
Character
Spirit
Responsibility
In The County
of Essex
Newark, New Jersey

Newark Board of Education

Division of Purchasing Vendor Set-up/ Change Request

Are you a District Employee ☐ YES ☐ NO

Does Your Business Accept Purchase Orders ☐ YES ☐ NO

1099 Required ☐ YES ☐ NO

Please provide the following information and return with a copy of your W9

Legal Business Name _____

Vendor Classification ☐ Goods ☐ Services ☐ Goods and Services

Address for Purchase Orders

Address _____

City_____ State _____ Zip Code_____

Phone Number _____

Email Address (purchase orders will dispatch via email) _____

Address for Payment/ Remit To

Address _____

City _____ State _____ Zip Code _____

Vendor Classification

☐ Commercial Large Business

☐ Commercial Small Business (less than 100 employees)

☐ Non Profit

☐ Government Agency

☐ Women Owned Business (51% or more)

☐ Minority Owned Business (51% or more)

- ☐ African American
- ☐ Hispanic American
- ☐ Asian American
- ☐ Native American
- ☐ Other

Federal Tax Number _____

NJ Business Registration Number _____

Purchasing Personnel to Complete

Verified Debarment Status ☐

Verified Minority and/or Women Business Enterprise (MBE/WBE Certification) ☐

Verified Small Business Enterprise (SBE Certification) ☐

Verified Non Profit 501(c)(3) ☐

Date _____

The Newark Board of Education is not responsible for services performed without a signed authorized purchase order, and only the issuance of a purchase order authorizes the performance of services and/or delivery of goods.

PART II

SECTION E - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

The Instructions, Conditions, and Notices to Offerors listed below will be contained in the resultant contract, if any. In the event that any responses contain any contradictory terms and/or conditions, said submission may be rejected. This solicitation will be processed using our electronic bidding system. Modification and withdrawals are subject to all terms and conditions in this solicitation

Firms submitting a bid in response to this solicitation who are not prepared to accept any of the following provisions, or wish to include additional provisions in the Contract, are required to discuss with specificity (I) the provisions to which they take exception; (ii) the reasons for any such exceptions; (iii) and any substitute for (or additional) language regarding the provisions to which exception is taken. The District will evaluate any such exceptions, make such adjustments as it deems appropriate, and determine in its sole discretion whether to accept such exceptions and/or additional provisions. In any event, the terms contained in Sections C, D, and this Instructions, Conditions, and Notices to Offerors will govern and take precedence over any other terms contained in any other contract that may be referenced as part of or incorporated into this contract from the bidder.

E 1 SOLICITATION DEFINITIONS

E1.1 "Offer" means bid in sealed bidding package.

E1.2 "Solicitation" means an invitation for bids in sealed bidding package.

E1.3 "Director" means Director of Support Services for the Newark Board of Education.

E1.4 "Supplies" means any and all materials and things made available for use under this, including but is not limited to raw materials, components, intermediate assemblies and end products.

E1.5 "District" means the Newark Board of Education (NBOE) of the City of Newark in the County of Essex, a subdivision of the State of New Jersey which central offices are located at 765 Broad Street, Newark, NJ 07102.

E1.6 "Days" means calendar days unless otherwise stated.

E1.7 “Acceptance Period” means the number of days available to the District for awarding a Contract from the date specified in this solicitation for receipt of bids.

E1.8 “F.O.B.” means Free on Board and signifies a contractual agreement between the District and the awarded Bidder to have the subject of a sale delivered to a designated place without expense to the District.

E1.9 “Time” if stated as a number of days will include Saturdays, Sundays, and holidays, unless otherwise specified.

E1.10 “Schedule” means the list of good and or services available for bidding.

E 2 ACKNOWLEDGMENT OF AMENDMENTS TO INVITATIONS FOR BID

E2.1 Bidders shall acknowledge receipt of any amendment(s) to this solicitation by signing and returning

the provided addendum.

E 3 FALSE STATEMENTS IN BIDS

E3.1 Bidders must provide full, accurate, and complete information as required by this solicitation and it's attachments.

E 4 SUBMISSION OF BIDS

E4.1 This bid will be processed using our electronic bidding system. Modification and withdrawals are subject to all terms and conditions in this solicitation. Bid results will be made available within the bidding system.

E4.2 Telegraphic or facsimile bids will not be considered.

E 5 EXPLANATION TO PROSPECTIVE BIDDER'S

E5.1 Any prospective Bidder desiring an explanation or interpretation of the solicitation, drawings, specifications and/or the like must request same in writing in accordance with the established timeframes previously provided. Oral explanations or instructions will not be binding.

Any written information given to a prospective Bidder concerning a solicitation will be furnished promptly to all other prospective Bidders, if that written information is deemed material to the bid submission or if the lack of it would be prejudicial to other prospective Bidders or to the interpretation of the solicitation. The Director shall be the sole judge of materiality.

E5.2 No interpretation, modification, instruction, bulletin and/or addendum issued with references to any of the Contract documents prior to the opening of bids, shall be binding unless issued by the Director in writing. Those so issued shall be deemed to be part of the Contract documents and shall control each offer submitted. It is the responsibility of the Bidder to obtain copies of all such documents before Bidder's submission of offer.

E 6 TIMELINESS OF SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS

E6.1 Any bid received after the time specified for submission of bids will not be considered unless it is determined by the Director that the late receipt was due solely to mishandling by the District.

E6.2 Any modification or withdrawal of a bid is subject to the same conditions as in paragraph E6.1 above.

E6.3 A bid may be withdrawn by a Bidder or by an authorized Bidder representative before the time set for receipt of bids via the electronic bidding system.

E 7 FAILURE TO SUBMIT BID

E7.1 Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specifies otherwise. Instead, they should identify why their not participating within the electronic bidding system. If a recipient does not submit a bid or does not identify why within the electronic bidding system, the recipient's name may be removed from the applicable notification list.

E 8 CONTRACT AWARD - SEALED BIDDING

E8.1 The District will award a Contract or Contracts resulting from this solicitation to the lowest responsible Bidder whose bid conforms to the solicitation.

E8.2 The District may reject/accept any or all bids in accordance with law.

E8.3 The District may accept any item or group of items of a bid, unless the Bidder qualifies the bid by specific limitations. The District reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the Bidder specifies otherwise in the bid.

E 9 MINIMUM BID ACCEPTANCE PERIOD

E9.1 The District requires a minimum Acceptance Period of ninety (90) days. Bids allowing less than the minimum Acceptance Period may be rejected.

E9.2 The Bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within the minimum bid Acceptance Period.

E9.3 If for any reason the District is unable to make an award within the minimum bid Acceptance Period, the District and each of the lowest three (3) responsible Bidders and the respective surety, if any, may agree upon an extension.

E 10 QUALIFICATIONS OF BIDDERS

E10.1 Every Bidder must be engaged in an ongoing business which deals in the supplies or services covered by the bid, and shall upon request furnish evidence that the Bidder is so engaged and that the Bidder possesses the necessary resources, equipment, experience and competence necessary for the performance of all obligations under the bid.

E10.2 Pursuant to N.J.S.A. 52:32-44, The Newark Board of Education ("Contracting Agency") 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.

E 11 ORDER OF PRECEDENCE - SEALED BIDDING

E11.1 Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: (a) specification language including sections C and D; (b) Instructions, Conditions, and Notices to Offerors, (c) Exhibits, and (d) the Schedule.

E 12 PREPARATION OF BIDS

E12.1 Bidders are expected to examine the drawings, specifications, schedule, and all provisions and instructions. Failure to do so will be at the Bidder's risk.

E12.2 Each Bidder shall furnish the information required by the solicitation. The Bidder shall sign the bid. Redlines or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accomplished by evidence of that agent's authority, unless the evidence has been previously furnished.

E12.3 All prices must be F.O.B. Destination, inside delivery required, unless otherwise stated in the solicitation language (typically sections C and D). In case of discrepancy between a unit price and an

extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

E12.4 Bids for supplies or services other than those specified will not be considered unless indicated in the solicitation that alternate bids will be accepted.

E12.5 Bidders must state a definite time for delivery of supplies or performance of services, unless otherwise specified in the solicitation.

E 13 SITE VISITS

E13.1 Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of Contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute ground for a claim after Contract award.

E 14 PROMPT PAYMENT DISCOUNTS

E14.1 Prompt payment discounts will not be considered in the evaluation of offers. However, any offered discount will be accepted.

SECTION F - BID BOND AND PERFORMANCE BOND REQUIREMENTS

F 1 BID BOND

F1.1 If this solicitation requires the submission of a bid bond (bid security) (see Sections C and D and the solicitation title page) to secure payment of the sums payable to the District if the successful Bidder defaults, each Bidder must deliver with the bid a bid security. The bid security shall be uploaded with Proposer's bid submission onto the electronic bidding platform, the original check shall be mailed to Newark Board of Education, Purchasing Division, 765 Broad Street, Newark, NJ 07102 referencing the Bid number. Bid security may be in the form of a certified check (designating "Newark Board of Education" as the payee) for ten percent (10%) of the total bid amount, but not in excess of twenty thousand dollars ($20,000.00) or a bid bond in lieu of a certified check, for the same amount, executed by a surety company licensed to do business in the State of New Jersey. The total bid amount will be established based on all items for which the bid is submitted based on the estimated quantities or definite quantities listed in the schedule. Bid bonds must state on their face that they are valid and remain in effect until such time as the Contract is signed and a performance bond has been posted. All checks delivered in lieu of a bond delivered with the bids, except the check of the Bidder to whom the Contract is awarded, shall be returned after the Newark Board of Education approves the award of the Contract. The check or bond of the Bidder to whom the Contract is awarded shall be retained until a Contract is executed and any required performance bond or other security is submitted.

F1.2 When checks are received in lieu of bid bonds the District shall have the right at any time to apply the checks and the proceeds thereof to any debt or obligation (whatever the source thereof) payable or owed by the Contractor to the District.

F 2 REQUIREMENTS FOR PERFORMANCE BONDS

F2.1 If a performance bond is required in (see Section D) such bond will be for one third (1/3) of the aggregate dollar amount of the resulting Contract or as specified in Section D Special Conditions. When estimated quantities are specified in the schedule, such quantities will be used in computing the amount of

the performance bond to be furnished.

F 3 DELIVERY AND FORM OF PERFORMANCE BOND

F3.1 If a performance bond is to be furnished by a successful Bidder under the provisions of this solicitation, an original or electronic version shall be delivered at the office of the District's Director of Support Services in the Office of Purchasing within five (5) days after notification of the District's intent to award a Contract. The said bond shall be given to secure the full and faithful performance by the Contractor of all of the Contract obligations under the terms and conditions of this invitation to bid and the resulting Contract.

F3.2 The performance bond shall be executed by the Contractor as principal and by a surety company licensed to do business in the state of New Jersey, as surety. Failure on the part of the Contractor to deliver the required performance bond within the time specified will be considered a default.

SECTION G GENERAL CLAUSES

G 1 REQUIREMENTS FOR CONTRACTS

G1.1 All Contracts shall be in writing.

G1.2. In the absence of an executed Contract, the award and resolution shall act as the written Contract until an actual Contract is duly executed by all authorized parties.

G1.3 All Contracts shall be established in accordance with the requirements of State law.

G 2 CONTRACT EXECUTION

G2.1 The signing of this document constitutes acceptance of the bid and the awarding of the Contract. A copy of this signed document will be returned to the Bidder.

G2.2 In the absence of the Contract, this invitation to bid and the notice of acceptance of the bid shall constitute as a Contract.

G2.3 TERMINATION OF CONTRACT – At any time after the execution of the Contract between the NBOE and the Contractor, the NBOE may terminate the contract for cause or convenience. The Contractor shall be notified by the NBOE in writing via certified or registered mail, return receipt requested, of any partial or complete termination of the Contract. Upon receipt of that communication the Contractor shall stop all preparation for work they anticipate receiving from the NBOE. Accordingly, you will not receive any purchase orders from the Purchasing Agent, which is the only document that can authorize further services on the NBOE's behalf.

G 3 DEFAULT

G3.1 If a successful Bidder fails to execute and deliver a written contract and/or executed performance bond within the prescribed time limitation, the District shall have the right to

(a) purchase all or any part of the supplies, work, or service involved in the award, from the next lowest competent/responsible Bidder(s) , or from the open market as to any item(s)

for which no other competent bid was received; or

(b) exercise its option to rebid all or any part of the item(s) covered by the notice of awards and to purchase same from the lowest responding competent/responsible Bidder(s) or in the open market as to any item for which no competent bid has been received in response to such rebid.

The defaulting successful Bidder shall be liable for and shall pay to the District the excess cost of all such purchases from such other sources. This liability/payment shall be above the amount of the defaulting Bidder's bid for the same items. In addition to but not in limitation and/or reduction of the amount to be paid for such excess cost, the defaulting Bidder shall pay to the District, as liquidated damages for the delay, inconvenience, and expense occasioned by the Bidder's failure to deliver the required Contract and/or bond, a sum equal to five percent (5%) of the amount of the Bidder's accepted but defaulted bid, or five thousand dollars ($5,000.00) (whichever shall be lesser) and the said amount shall be due and payable at the time of such Bidder's default.

G3.2 If the Contractor fails at any time to deliver any/all part(s) of supplies, or fails to perform any/all part(s) of required work/ service of the Contract within the time(s) specified in the Contract, or fails to do any other required act/ performance under the Contract, and if such failure shall continue or shall not be fully remedied, eliminated and/or cured by the Contractor within three (3) working days after written notice thereof has been served upon the Contractor by the Director, or if the Contractor shall be adjudged bankrupt or made an assignment for the benefit of creditors, or if a receiver, trustee or liquidator shall be appointed for any of the Contractor's assets and is not discharged within ten (10) days after such appointment, then, and in any such event the District without prejudice to any other rights or remedies may exercise its option, without further notice to the Contractor, to discontinue and terminate the Contract as to all supplies, work and/or service(s) remaining to be furnished and/or performed thereunder. In such event, the District shall have the right to purchase any/all part(s) of the said supplies, materials, furniture, equipment and/or service(s) from others, and the excess cost thereof above the amount payable under the defaulted Contract. All incidental cost(s) incurred in effecting such purchase(s), shall be paid to the District by the defaulting contractor and may be deducted by the District from any/all sum(s) remaining to be paid under the Contract, and from any other sum(s) which may be payable from the District to the defaulting contractor in connection with any other transaction to which they are parties.

G 4 LIQUIDATED DAMAGES

G4.1 The damages which the District may suffer from as a result of delays in delivering any supplies, or in performing any required work/ services under the Contract, within the specified time, will be of such nature that it will be impossible to determine the amount of such damages by reference to any usual pecuniary standard. For such delays the Contractor shall pay the District, as liquidated damages, such sum in accordance with the specification in this invitation to bid (sections C and D) for each and every day between the date when the supplies should have been delivered or the date when the work/ service(s) should have been performed under the terms of the Contract, and the actual date of delivery and performance either by the defaulting contractor or by others through whom such delivery/performance is obtained. The amount of such liquidated damages may be deducted by the District from any/ all sum(s) remaining to be paid under the Contract and from any other sums which may be payable from the District to the defaulting Contractor in connection with any other transaction to which they are parties. The damages for delays shall be paid in addition to the damages for excess costs for the re-procurement due to the default.

G 5 SUB-CONTRACTS AND ASSIGNMENTS

G5.1 The contractor shall not, without the prior written consent of the Director, enter into any sub-contracts

for all or any part of the supplies, work or services to be furnished under this Contract and shall not assign, without the prior written Director's consent, this Contract or interest therein, or any sums payable or to become payable from the District under the terms of this Contract. Any Director's consent to any such sub-contracts may be withdrawn and canceled by the Director, and any Director's consent to any such assignment of the Contract may be withdrawn and canceled by the Director at any time as to any of the obligations remaining to be performed under the Contract. Any Director's consent to assignment of payments may be withdrawn by the Director at any time as to any outstanding payments. The District may, however, at its option, honor any sub-contract or assignment for which its Director's consent has not been obtained. In the event of any award of any sub-contract or assignment, the successful Bidder, as Contractor, shall remain liable to the District as principal for the performance of all the Bidder's obligations under the Contract. The Contractor agrees to indemnify, save and hold the District harmless from any and all claims or causes of action, including attorneys' fees incurred by the District arising from the sub-contractor's and/or assignor's work, services and/or performance. This liability will exist whether or not the required performance of all the Bidder's obligations under the Contract has been completed; the G5 required Director's consent to the sub-contract or assignment has been obtained; and/or whether or not the sub-contractor's assignment has been honored by the District.

G 6 DISPUTES

G6.1 In the event of a dispute arising under this Contract, the contractor, within thirty (30) days after such dispute shall have arisen, shall notify the Director in writing of its contention and submit its claim, specifying in detail the nature of the claim and the sum claimed. If the dispute arises before the performance of the related services has been rendered, the written notice shall be submitted prior to commencing such services. In any event, the contractor shall proceed with its duties under the Contract in compliance with the instructions of the Director, but such compliance shall not be deemed to be a wavier of the contractor's right to pursue its claim, provided it has notified the Director in writing as provided above.

G 7 FORCE MAJEURE

G7.1 Neither party shall be responsible for any failure or delay in the performance of any obligation caused by acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid, court order or unavoidable causes beyond their reasonable control. In the occurrence of such unforeseeable event(s), the Contractor is obligated to provide written notification to the Director of its inability to render work, services and/or performance to the District as soon as reasonably possible.

G 8 QUALITY

G8.1 All supplies must be (i) new and free from imperfections and defects; (ii) conform in all respects to the description thereof and to the requirements relating thereto as set forth in the Contract documents; and (iii) shall be subject to approval by the Director as to conformity with such requirements. Any and all Director decision making a determination that any item does not conform to such requirements shall be binding on the contractor.

Secondhand or used articles will not be accepted. If the specifications call for any work or services to be performed by the contractor, such work or services shall be rendered in a good and workmanlike manner and to the satisfaction of the Director. When an award is based on bid samples, such samples, shall be the standard for all items delivered under the Contract.

G 9 BRAND NAME OR EQUAL

G9.1 When a particular brand name, make, trade name, or symbol, manufacture or producer's name, or any

similar exclusive identification is used in the specification as an " or equal " to any article or item to be furnished, it is intended to fix thereby the standard of type and quality required. In such case an article, item of another brand, and/or the like, but of equal type/quality may be offered for consideration as a substitute, provided that: (a) the offer showing the brand name or symbol, and the name of the manufacturer or producer of the item proposed in substitution, together with other available identification data (such as manufacturers catalogue number) shall be clearly noted on the bid; and (b) if bid samples are required, such samples along with the necessary descriptive literature will be delivered on or before the bid opening date to the office of the Director. The sample must be clearly marked with the invitation to bid number, the Bidder's name and the item number for which is offered as a substitute.

G9.2 The decision of the Director as to whether an article offered as a substitute is equal to the specified article shall be final and binding on the Bidder. Such decisions will be made prior to the award of Contracts. If the substitute article is approved by the Director as an "equal" it will be accepted in lieu of the one specified. Bidders should note that if the offer of a substitute article is made unconditionally in lieu of the one specified, they do so at their own risk in that the substitute article may be rejected as not equal to the one specified. In such cases the bid will be rejected as to the article involved. The District shall have the right but not the obligation to consider offers "or equal" proposed after an award has been made, but no substitute previously offered and rejected by another Bidder as part of a proposal shall be approved after an award has been made to the successful Bidder.

G 10 QUANTITIES

G10.1 Where an estimated quantity/value is specified in the schedule, and unless otherwise specified, the District shall have the right to purchase a total quantity/value which is more or less than the estimated quantity but not more than twenty percent (20%) of the estimated Contract quantity/value unless mutually agreed upon. Unless otherwise specified, the District may place orders at such times during the term of the Contract and in such quantities/value as determined by the District.

G 11 TAXES

G11.1 All prices shall be the total prices to be paid by the District. It is the responsibility of Bidders to be informed as to the provisions of law relating to tax exemptions applicable to sales to the District, regardless of whether the tax, if payable, would be chargeable to the seller or the purchaser. It shall be the obligation of the Contractor to do all things necessary to effectuate such exemptions and to obtain from the appropriate governmental agencies and officers such tax waivers as are required to effectuate available exemptions. Such certificates, as may be required by law or by the rules and regulations of governmental agencies and officers to identify the District as the purchaser of specific articles in connection with application by the Contractor for tax exemptions or tax waivers on articles sold to the District, may be obtained by the Contractor at the office of the Director.

G 12 CONSTRUCTION OF CONTRACT DOCUMENTS

G12.1 All disputes respecting the construction and meaning of any of the provisions of any of the Contract documents shall be decided by the Director and such decisions shall be binding and conclusive on all parties who may be affected thereby.

G 13 DISPOSITION OF SAMPLES

G13.1 Samples not destroyed or consumed in testing procedures shall become the property of the District unless otherwise stated. Samples that require return, will be returned at the bidder’s expense. The District assumes no responsibility for samples soiled or damaged in the process of examination or testing.

G 14 ROYALTIES AND LICENSE FEES

G14.1 The Contractor shall (i) pay all royalties and license fees for the use of any patented articles or process to be supplied under the Contract; (ii) shall defend all claims and actions for infringement of patent rights relating to any such articles or process; (iii) shall save and hold the District harmless from loss or expense on account of such claims and actions; and (iv) shall obtain and pay for all permits, licenses and inspections required, in connection with the performance of the Contract, by law, ordinances, rules or regulations of any public body, agency or authority, having jurisdiction over any matter pertaining to the performance of the Contract.

G 15 PAYMENT

G15.1 Payment will be made by the District after receipt from the Contractor of a properly prepared District Voucher form and accompanying invoice. All invoices must be fully itemized referencing the item number, stock number and description as shown in the Contract schedule or purchase order. The District is under no obligation to make partial payments for incomplete delivery or partial delivery unless otherwise authorized by the Contract or purchase order.

G15.2 Neither the issuance of any respective certificate of approval nor acceptance by the District and/or the making of any payment applicable to any article, work or services furnished by the Contract shall constitute a waiver of the District's rights under the Contract or shall any such certificate of acceptance or payment relieve the Contractor from any of the obligations with respect to such articles, work or services.

G15.3 Contractor is required to submit all invoices to the District's Accounts Payable Department in order for payment to be processed. Contractor acknowledges that invoices submitted to any other department will be rejected and that the time to process payment will not begin to run until Contractor delivers a "Properly Executed Invoice" to the Accounts Payable Department. A Properly Executed Invoice must include all of the following information in order to be considered complete for purposes of processing payment: vendor name and address, invoice number, invoice date, valid purchase order number, description of goods and/or services, accurate delivery date and/or dates of service, and delivery location of goods and/or services. Contractor acknowledges and understands that any incomplete invoices submitted for payment will be rejected by the District and that no payment will be due until a Properly Executed Invoice is received by the District. After Contractor submits a Properly Executed Invoice, Contractor agrees to provide the District with an additional thirty (30) day extension beyond the time required under the law, without penalty, in order to process payment. Contractor agrees that any claims for late fees or interest due to late payment must be made within one (1) calendar year from the date that the goods/services were received by or rendered to the District and that any claims for such fees or monies made after this time period will be void.

G 16 NOTICES

G16.1 All notices shall be dispatched via the electronic bidding platform https://www.npssourcing.com/ .

G 17 IDENTIFICATION, PACKAGING, AND MARKING

G17.1 All invoices, packages, shipping notices, instruction manuals and other written documents delivered under this Contract shall contain the applicable Contract /purchase order number. Packing lists shall be enclosed in each box or package delivered pursuant to this Contract /purchase order and shall indicate the contents therein. Invoices will not be processed for payment until all items invoiced are received.

G 18 LIENS, CLAIMS AND ENCUMBRANCES

G18.1 The Contractor warrants and represents that all the supplies will, when delivered hereunder, be free and clear of all liens, claims or encumbrances of every kind.

G 19 WARRANTIES

G19.1 Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Contractor warrants that all supplies and work or services performed under this Contract shall conform to the specification herein and are merchantable and fit for the particular purposes for which such supplies are ordinarily employed.

G19.2 Contractor further warrants to the District and to any third party ultimately using any item whether such party is an employee of the District or not, that all items delivered under this Contract will be free from defects in material and workmanship and will conform to applicable specifications, drawings, samples and descriptions. If the Contractor is responsible for design of supplies, the Contractor warrants that all items delivered under this Contractor will be suitable for use by the District. The Director's written approval of designs furnished by the Contractor shall not relieve the Contractor of its obligation under this warranty.

G19.3 The Contractor shall be liable for all damages both to the District and its authorized users incurred as a result of any defect or breach of warranty in any supply covered by this Contract.

G19.4 The foregoing express warranties shall be in addition to any warranty customarily made by the Contractor of its product and any implied warranties and shall be construed as conditions as well as warranties.

G19.5 All supplies will have a minimum Warranty Period of ninety (90) days or the manufacturer's warranty, whichever is longer.

G19.6 Manufacturer's warranties will be passed on to the District on all supplies not manufactured by the Contractor.

G19.7 The warranties represented and covenants of parties hereto shall survive the delivery of the supplies or completion of the work or services provided and be fully enforceable thereafter. Contractor's warranty hereunder is part consideration for this Contract; any payment by the District hereunder is conditional upon this warranty remaining in effect; and no modification or other change of this warranty shall be valid unless evidenced by the District's written change order.

G 20 RISK OF LOSS

G20.1 Regardless of F.O.B. Point, the Contractor agrees to bare risk of loss, injury, or destruction of supplies ordered herein which occur prior to acceptance by the District. No such loss, injury, or destruction shall release the Contractor from any obligation hereunder.

G 21 SERVICE OR INSTALLATION OF WORK

G21.1 In the event this order requires the performance of work or installation of supplies by the Contractor upon any property, the following conditions shall also be applicable:

(i) The Contractor shall take precautions to protect all property and persons from damage or injury arising out of its work and shall comply with all fire, safety and other applicable regulations prescribed by any governmental agency and by the District, and shall be responsible for the observance thereof by all sub-contractors, employees, agents and Contractor representatives and its sub-contractors. The Contractor shall

also obtain at its own expense and provide the District, on request, with proof of insurance coverage satisfactory to the District to include workmen's compensation and property damage, public liability, personal injury, employers' liability and other applicable insurance; and

(ii) The Contractor shall promptly pay for all labor and material and if the Contractor fails to do so the District, without waiving any rights or remedies against the Contractor for or by reason of such failure, may, but without any obligation to do so, pay the sum and deduct the amount of such payments from sums due the District hereunder; and the District may withhold any payments to the Contractor until receiving such affidavits, waivers, and releases with respect to claims for labor and materials as the District may require. In the event the sub-contractor and/or assignment files a lien against the Contractor, the Contractor agrees to indemnify, save and hold the District harmless from any and all claims or causes of action, including attorneys' fees incurred by the District arising from the claim.

(iii) the work shall remain at the Contractor's risk prior to written acceptance by the District and the Contractor shall replace at its own expense all work damaged or destroyed by any cause whatsoever;

(iv) the Contractor shall observe and comply with, to the extent required by the District, the wages, hours and working conditions established by the District on the project or required of the District by an applicable labor agreement;

(v) the Contractor shall act as an independent Contractor and not as the agent or representative of the District;

(vi) the Contractor shall perform its work in accordance with the schedules and work programs established by the District and shall fully cooperate with the District and others engaged in work on the project so that the work on the entire project may be performed with the utmost speed, consistent with good practices. In case of conflict, the District may direct the necessary coordination;

(vii) the Contractor shall carry on its work so that the premises shall at all times be clean, orderly and free from debris and upon completion shall remove all equipment and unused materials from the project clean up all refuse and debris and leave the site of the work clean, orderly and in good condition;

(viii) the Contractor shall require the Contractor's employees, agents, Contractors or sub-contractors to abide by the District's Work and Safety Rules when work or services are performed at the District's premises. The District has the right to exclude personnel from the District's premises who do not abide by such rules, and, at the District's election, declare a default under the order; and

(ix) the Contractor is solely liable for its employees, agents or Contractors/sub-contractors and their action while on the District's premises and the Contractor indemnifies and will protect the District from all losses, claims, expenses, damages arising from or out of the presence or activity of the Contractor 's employees while on the District's premises.

G 22 CRIMINAL BACKGROUND CHECKS

G22.1 The Contractor shall provide proof to the District that each worker assigned to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq. Failure to provide proof of a criminal history background check for any employee at a Contract school location will be deemed a breach of Contract by the Contractor.

G22.2 If it is discovered during the course of the Contract that an employee is working at a Contract school location with either a disqualifying criminal history record information or no criminal history background check, said employee is to be immediately removed by the Contractor. Failure to immediately remove said employee either upon notification by the District or discovery by the Contractor shall constitute a material breach of Contract. Proof of clearance by the Department of Education or a temporary waiver pending receipt of qualification to work from the Department of Education shall be provided to the District by the Contractor prior to assignment and commencement of work of each employee.

G 23 SHORT TERM WORKERS

G23.1 Pursuant to 40 CFR S763.84 (d), all short-term workers are hereby notified that there may be asbestos containing materials in school buildings in which they may provide various services and which, in the course of these services, asbestos containing materials may be disturbed. It is therefore the responsibility of the short-term contractor/vendor and/or workers in their employ to refer to the Asbestos Management plan (AHERA) located in the main office of each school to determine if the work engagement will encompass asbestos containing material.

G 24 ADVERTISING

G24.1 No materials having or containing any reference to the District or any of its staff members and/or students shall be created by the Contractor or anyone on behalf of the Contractor's behalf unless the Contractor has prior written Director's consent.

G 25 LAW

G25.1 The Contract shall be governed by and construed in accordance with the laws of the State of New Jersey. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts sitting in New Jersey, which courts shall have exclusive jurisdiction for each purpose. The parties hereto hereby consent to submit themselves to the jurisdiction of such courts with respect to any proceedings arising out of, under or related to the Contract.

G 26 RIGHT TO KNOW REQUIREMENTS

G26.1 Every container supplied by the Contractor under the term of this Contract shall bare a label indicating the chemical names and chemical abstract service number (CAS) of all hazardous substances in the container and the chemical names and chemical abstract service number of the other non-hazardous substances which are among the five (5) most predominant substances in the container. (Reference Worker and Community Right to Know Act, L. 1983, C.315, N.J.S.A. 34:5A-1.)

G26.2 A Material Safety Data Sheets (MSDS) must be included in each shipment. At the time of shipment a copy of the MSDS shall be sent to: Harold Wilson School, 190 Muhammad Ali Ave #218, Newark, NJ 07108 Attn: Right to Know Coordinator.

G26.3 A sample label, as defined in G26.2 above and as would appear on the container and a sample MSDS, must be included in the response to this bid.

G 27 INSURANCE REQUIREMENTS

G27.1 The Contractor shall procure and maintain for the duration of the Contract commercial insurance against claims for injuries to persons and/or damages to property which may arise from or in connection

with the performance of work hereunder by the Contractor, Contractor agents/representatives, employees or sub-contractors. Prior to commencing work under this Contract, the Contractor shall provide the Newark Board of Education with an original Certificate of Insurance and endorsement for all coverage and renewals. The Certificate of Insurance is to be signed by a person authorized by the insurer to bind coverage on its behalf. The Certificate of Insurance shall be delivered to the District's Director of Support Services and approved by the District's Risk Manager or designee, before work under the Contract commences.

Prior to the start of work, the Contractor (and applicable sub-contractor) must submit a Certificate of Insurance as evidence that the following insurance coverage are in place for the duration of the Contract. The Certificate of Insurance must contain the name of Insurance Company; insurance policy number; policy period; limits of liability; and any deductibles.

The Newark Board of Education is to be added as an additional insured but only as our interest may appear on all Certificates of Insurance.

G27.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

The minimum scope and limits of insurance shall include:

(i) Comprehensive General Liability Insurance including Product Liability Insurance covering bodily injury, personal injury and property damage. Limits of Liability shall be not less than $1,000,000 Combined Single Limit;

(ii) Workers' Compensation and Employers Liability Insurance as required by the State Law of New Jersey; and

(iii) Commercial Automobile Liability Insurance, with limits of liability not less than $1,000,000 Combined Single Limit.

G27.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention must be declared to and approved by the Newark Board of Education. If a deductible or self-insured retention exists, the Contractor must provide the District acceptable evidence of financial responsibility.

G27.4 OTHER INSURANCE PROVISION

The general liability and automobile liability policies are to contain or be endorsed to contain the following provisions:

(i) the District, its officers, employees, agents and volunteers are to be covered as additional named insured as respects to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor;

(ii) premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, agents or volunteers;

(iii) for any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents and volunteers.

Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not be contributed with it;

(iv) any failure to comply with reporting or other provisions of the policies including breaches of contracts shall not affect coverage provided to the District, its officers, officials, employees, agents or volunteers; and

(v) the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

G27.5 NOTICE OF CANCELLATION, REDUCTION OR CHANGE

Each insurance required by these provisions shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District. Notices shall be mailed to the Director of Support Services, Newark Board of Education, 765 Broad Street, Newark, NJ 07102.

G27.6 INSURANCE CARRIERS

Insurance is to be placed with insurers who are licensed and permitted to do business in New Jersey. All insurers must have a current A.M. Best's rating of no less than "A:VII".

G27.7 SUB-CONTRACTOR

The Contractor shall include all sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverage's for sub-contractors shall be subject to all of the requirements stated herein.

G27.8 HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor agrees to defend, pay in behalf of, save and hold harmless the District, its elected and appointed officials, employees and volunteers and others working in behalf of the District, against any and all claims, demands, suits, and loss (including all costs connected therewith) for any damages which may be asserted, claimed or recovered against or from the District, its elected or appointed officials, employees, volunteers or others working in behalf of the District, by reason of personal injury (including bodily injury and death); and/or property damage (including loss of use thereof) which arises out of or is any way connected/associated with this Contract.

SECTION H INSPECTION AND ACCEPTANCE

H 1 INSPECTION OF SUPPLIES

H1.1 The District has the right to inspect and test all supplies called for by the Contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance of supplies. The District shall perform inspection and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this Contract.

H1.2 The District has the right either to reject or require correction of non-conforming supplies. Supplies

are non-conforming when they are defective in material workmanship or are otherwise not in conformity with Contract requirements. The District may reject non-conforming supplies with or without disposition instructions.

H1.3 The Contractor shall remove supplies rejected or required to be corrected. However, the Director may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

H1.4 If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the District may either (i) by Contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor; or (ii) terminate the Contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Director may require their delivery and make an equitable price reduction.

H1.5 The District shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the Contract. The District's failure to inspect and accept/reject the supplies shall neither relieve the Contractor from responsibility nor impose liability on the District for non-conforming supplies.

H1.6 If acceptance is not conclusive for any of the reasons listed above, the District, in addition to any other rights and remedies provided by law, or under other provisions of this Contract, shall have the right to require the Contractor (i) at no increase in Contract price, to correct or replace the defective or non-conforming supplies at the original point of delivery or at the Contractor's plant at the Director's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Director; provided, that the Director may require a reduction in Contract price if the Contractor fails to meet such delivery schedule, or (ii) within a reasonable time after receipt by the Contractor of a notice of defects or non-conformance, to repay such portion of the Contract as is equitable under the circumstances if the Director elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's facility.

If the Contractor fails to act as required in (i) or (ii) above and does not cure such failure within a period of ten (10) days (or such longer period as the Director may authorize in writing) after receipt of notice from the Director specifying such failure, the District shall have the right to contract or otherwise replace/correct such supplies and charge to the Contractor the cost incurred to the District.

H 2 RESPONSIBILITY FOR SUPPLIES

H2.1 Title to supplies furnished under this Contract shall pass to the District upon final acceptance, regardless of when or where the District takes physical possession, unless the Contract specifically provides for earlier passage of title.

H2.2 Unless the Contract specifically provides otherwise, risk of loss of or damage to supplies shall pass to the District upon:

(i) delivery of the supplies to a carrier, if transportation is F.O.B. origin; or

(ii) acceptance by the District or delivery of supplies to the District at the NBOE destination specified in the Contract, whichever is later, if transportation is F.O.B. destination.

(iii) Paragraph (ii) above shall not apply to supplies that fail to conform to Contract requirements

as to give a right of rejection. The risk of loss of or damage to such non-conforming supplies remains with the Contractor until cure or District acceptance. After cure or District acceptance, paragraph, (ii) above shall apply.

H2.3 Under paragraph (ii) above , the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of District employees acting within the scope of their employment.

H 3 INSPECTION AND ACCEPTANCE

H3.1 Inspection and acceptance will be at destination.

I 1 DISTRICT OFFICIALS NOT TO BENEFIT

I1.1 By signing and submitting this bid the Contractor certifies that no member of the Newark Board of Education or any officer or other employee of the District is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

I1.2 Confidentiality - Both parties and their agents agree to maintain all client information confidentially in accordance with all New Jersey state and federal laws and regulations, including but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), Children's Online Privacy Protection Act ("COPPA"), Federal Regulations (42 CFR-Part 2 and 42 CFR-Parts 160 & 164), and the N.J. Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1) It is specifically acknowledged and agreed upon by that parties that willful or negligent unauthorized disclosure of personal information in Education Records by Contractor to any unauthorized person or third party shall entitle NBOE to seek any remedies available to NBOE at law or in equity and to terminate any services or agreement for services immediately. Education Records are defined as records that are directly related to a student and that are maintained by an educational agency or institution or a party acting for or on behalf of the agency or institution. These records include but are not limited to grades, transcripts, class lists, student course schedules, health records (at the K-12 level), student financial information (at the postsecondary level), and student discipline files. The information may be recorded in any way, including, but not limited to, handwriting, print, computer media, videotape, audiotape, film, microfilm, microfiche, and e-mail.

I1.3 Data Confidentiality - All financial, statistical, personnel and/or technical data supplied by the NBOE to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the Contractor's suspension or debarment from NBOE contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The following are also to be considered a breach of confidentiality:

News Releases: The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of NBOE.

Advertising: The Contractor shall not use the name, logos, images, or any data and/or results arising from this contract as part of any commercial advertising without first obtaining the prior written consent of NBOE.

I1.4 Adherence to N.J.A.C. 17:44-2.2 Authority to audit or review contract records is required.

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

(b) The contract shall maintain all documentation related to products, transactions or services under 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.

I2 AMERICANS WITH DISABILITIES ACT OF 1990 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The contractor and the Newark 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.

I3 ANTI-BULLYING

Pursuant to N.J.S.A. 18A:37-16, A contracted service provider, student or volunteer who has witnessed, or has reliable information that a student has been subject to, harassment, intimidation or bullying shall report the incident to the appropriate school official designated by the school district's policy, or to any school administrator or safe schools resource officer, who shall immediately initiate the school district's procedures concerning school bullying.

I4 N.J.S.A. 10:2-1 NEW JERSEY ANTI-DISCRIMINATION

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

I5 Debarment - State and or federal debarred firms are prohibited from doing business with the District.

I6 Any business whose name appears on the Workplace Accountability in Labor List (WALL) is prohibited from public contracting under N.J.S.A. 34:1A-1.16.

I7 Statutes and regulations prohibiting discrimination applicable include, without limitation, the following:

Title VI of the Civil Rights Act of 1964 (42 U.8.C. §§ 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. The following language must be included in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a pari of this contract or agreement.

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Newark Board of Education
Working Together
Students
Teachers
Parents
Community
Developing
Intellect
Character
Spirit
Responsibility
In The County
of Essex
Newark, New Jersey

I8 NON-COLLUSION AFFIDAVIT

By signing and submitting this bid the contractor certifies that this proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly to indirectly, with any bidder of person to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid prices or affiant or of any other bidder, or to fix any overhead, profit or cost element of said price, or of that of any other bidder, or to secure any advantage against the person interested on the proposed Contract; and that all statements in said proposal or bid are true.

Signature of Bidder/Contractor_____

Newark Board of Education
Working Together
Students
Teachers
Parents
Community
Developing
Intellect
Character
Spirit
Responsibility
In The County
of Essex
Newark, New Jersey

Appendix II to Part 200
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In accordance with the Code of Federal Regulations Appendix II to part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, all bidders shall comply with the applicable provisions as follows:

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard

work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 12511387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(L) § 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Newark Board of Education
Working Together
Students
Teachers
Parents
Community
Developing
Intellect
Character
Spirit
Responsibility
In The County
of Essex
Newark, New Jersey

(REVISED 4/10)

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

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:
http://www.state.nj.us/treasury/contract_compliance.

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

10364 Conference Venue
Bid Checklist
Opening 12:00 p.m. EST, Wednesday, November 25, 2026

Please ensure you have completed and included each of these documents with your bid submission

☐ Signed Bid Submission Form

☐ Political Contribution Disclosure Form

☐ Statement of Ownership Disclosure Form

☐ Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

☐ Disclosure of Investment Activities in Iran

☐ Non-Collusion Affidavit

☐ Newark Board of Education Vendor Set-Up Form

☐ List of Exhibits and Galleries

☐ Approved list of caterers

☐ Method of operation for booking

☐ W9

☐ New Jersey Business Registration Certificate (requested, but not required with bid; the application link is https://www.state.nj.us/treasury/revenue/gettingregistered.shtml)

☐ Certificate of Employee Information/ AA-302 (requested, but not required with bid; the application link is https://www.nj.gov/treasury/contract_compliance/)

☐ Submitted pricing in the Pricing - Enter Bids section

☐ Submitted your bid in the Questionnaire - Answer Questions section (uploaded one PDF document that includes your signed bid and all required documents)

This checklist shall be utilized as a guide to assist bidders in preparing a complete and responsive bid. It is advisory in nature. It's the bidder's responsibility to ensure that all requirements of the bid have been met as the bid language supersedes this advisory checklist in the event of an error or omission.

Bidders are reminded that this is an electronic bid. The Newark Board of Education utilizes EC Sourcing Group's Flex RFP electronic bidding system. https://npssourcing.com/