

Somerdale Board of Education
Somerdale, New Jersey



Goods and Services

Bid Specifications & General Requirements For

Security System

Bid No: 16-13

Tuesday, July 28, 2015

Bid Opening Date

11:00 a.m.

Bid Opening Time

Opening Location: Somerdale Park School
Conference Room
301 Grace Street
Somerdale, NJ 08083

Ms. Melissa Engelhardt
Business Administrator
Board Secretary
Purchasing Agent

SOMERDALE BOARD OF EDUCATION
REQUEST FOR BIDS

Bid Advertisement

The Board of Education of the Town of Somerdale, New Jersey, hereby advertises for competitive bids in accordance with N.J.S.A. 18A:18A-21(a,b) for the School Year **2015 – 2016:**

Bid No. 16-13 Security System

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

Ms. Melissa Engelhardt
Business Administrator,
Board Secretary, Purchasing Agent
Somerdale Board of Education
301 Grace Street
Somerdale, New Jersey 08083
Fax: 856-783-2607
E mail: mengelhardt@somerdale-park.org

Bids must be sealed and delivered to the Business Office of the Somerdale Board of Education **on or before** the date and time indicated below. The envelope to bear the following information:

Title: **Security System**
Bid No.: **16-13**
Name and Address of the Bidder
Date: **Tuesday, July 28, 2015**
Time: **11:00 a.m.**

The bid opening process will begin on the above advertised date and time in the Conference Room, 301 Grace Street, Somerdale, New Jersey. Bids may also be submitted to the Purchasing Agent or his designee at the bid opening meeting, in the Conference Room, prior to the advertised date and time. On the advertised date and time, the Purchasing Agent shall publicly receive and open all bids. **No bids shall be received after the time designated in the advertisement.** (N.J.S.A. 18A:18A-21(b)). The Board of Education does not accept e-mail submission of bids.

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., Affirmative Action Against Discrimination and N.J.A.C. 17:27 et seq.

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

Corporate bidders are required by law (Chapter 33, Laws of 1977) to submit a list of names and addresses of all stockholders owning 10% or more of their stock.

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

The Board of Education reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities.

Ms. Melissa Engelhardt
Business Administrator,
Board Secretary, Purchasing Agent

ETHICS IN PURCHASING

Statement to Vendors

School District Responsibility

Recommendation of Purchases

It is the desire of the Somerdale Board of Education to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

School district officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 et.seq.

Solicitation/Receipt of Gifts – Prohibited

School district officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Somerdale Board of Education or anyone proposing to do business with the Somerdale School District.

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Somerdale Public School District, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Somerdale Public School District or to any member of the official's or employee's immediate family.

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Somerdale Public School District, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Vendor Certification

Vendors or potential vendors will be asked to certify that no official or employee of the Somerdale Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Somerdale Board of Education.

Ms. Melissa Engelhardt
Business Administrator
Board Secretary
Purchasing Agent

**SOMERDALE BOARD OF EDUCATION
BUSINESS OFFICE
301 Grace Street
Somerdale, New Jersey 08083**

Melissa Engelhardt
SCHOOL BUSINESS ADMINISTRATOR
BOARD SECRETARY
PURCHASING AGENT

VOICE: (856)783-6261
FAX: (856)783-2607

TO: All Vendors



Official Notification

Authorized Purchases

The Somerdale Board of Education only recognizes purchases made through the approved purchase order process. All purchases require a:

Written Purchase Order with **authorized signatures** and a **Purchase Order Number**.

Unauthorized Purchases

Any Board of Education employee who orders and/or receives any materials, supplies or services without first going through the approved purchase order process has made an unauthorized purchase.

Vendors' Responsibility

- **Do NOT Honor Requests!**
Vendors are not to honor or accept any requests for goods or services unless the vendor receives a **written purchase order** with **authorized signatures** and a **purchase order number**.
- **Contact the Business Office!**
Please alert Ms. Melissa Engelhardt at (856) 783-6261 if any Board employee attempts to place an order without an authorized purchase order.
- **You will NOT Get Paid!**
The Somerdale Board of Education will not be held responsible for any unauthorized orders or purchases.

Authorized Signatures

The Somerdale Board of Education will only recognize purchase orders signed by:

**Ms. Melissa Engelhardt, Business Administrator,
Board Secretary, Purchasing Agent**

SOMERDALE BOARD OF EDUCATION

Business Office

301 Grace Street

Somerdale, New Jersey 08083

ADVISORY INFORMATION FOR BIDDERS

1. PROMPTNESS OF BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is presented in a sealed envelope at the District's Business Office, Office of the Purchasing Agent or designee, prior to the advertised bid date and time. The advertised bid date and time for this bid is on **Tuesday, July 28, 2015 @ 11:00 a.m.** No bids shall be received after the time designated in the bid advertisement. No extensions or exceptions will be made. The Business Office is opened Monday through Friday from 7:00 am – 3:00 pm according to the school calendar and 7:00 am – 4:00 pm Monday through Thursday during the summer. Once again, bids will not be received after the time designated in the advertisement.

2. PARKING

Parking in the vicinity of the Somerdale Park School Building is at a premium. *Allow enough time to locate a parking space.* Be prepared to park a block or two from the School.

3. MAIL

Mail is brought to the Board Offices in mailbags, approximately 12:00 p.m. each day. The mail is then sorted within the district system, by departments. The Business Office routinely receives its mail at approximately 1:00 p.m.

4. UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES

Deliveries of this type usually begin at 1:00 p.m. These items are brought only to the receptionist at the main building entrance. The receptionist then calls the various departments with a request to pick up their items.

5. HAND DELIVER BIDS – SUGGESTED PRACTICE

Keeping the aforementioned items in mind, the Board suggests that bidders arrange to hand deliver their bid to the Business Office, and personally turn it in to the office of the Purchasing Agent before the advertised date and time. Please understand that bids arriving after the advertised bid date and time for any reason, can not be accepted, opened or considered.

SOMERDALE BOARD OF EDUCATION

Business Office
301 Grace Street
Somerdale, New Jersey 08083

BID CHECKLIST

A. Documents to be Returned with Bid

1. Acknowledgement of Addenda (if applicable)
2. Affirmative Action Questionnaire or Certificate of Employee Information Report
3. Bid Proposal Form
4. Bidder Comment Form – Optional
5. New Jersey Business Registration Certificate
6. Certificate of Insurance
7. Bid Guarantee, if required (Bid Bond, Cashier’s Check, or Certified Check)
8. Certificate (Consent) from Surety, if required
9. Chapter 271 Political Contribution Disclosure Form
10. Contractor/Vendor Questionnaire / Certification
11. Disclosure of Investment Activities in Iran
12. Non-Collusion Affidavit
13. Stockholders’/Partnership Disclosure Affidavit, and Ownership Declaration

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

B. Reminder Checklist

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

<u>Item</u>	<u>Yes</u>	<u>No</u>
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered question fully and accurately?		
3. Have you signed all your documents (blue ink)? No facsimile signature.		
4. Have you prepared all documents for submission?		
5. Did you make a copy of the bid package for your records?		
6. Did you submit a Bid Guarantee? Consent of Surety? (Only if required)		
7. Did you correctly address the envelope? (Page 1 Item #2)		
8. Have you allowed ample time for the bid to reach the Business Office?		

Thank you.

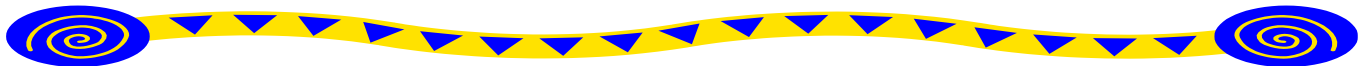
Ms. Melissa Engelhardt, Business Administrator,
Board Secretary, Purchasing Agent

SOMERDALE BOARD OF EDUCATION

*Business Office
301 Grace Street
Somerdale, New Jersey 08083*



**GENERAL
SPECIFICATIONS**



Ms. Melissa Engelhardt
Business Administrator
Board Secretary
Purchasing Agent

SOMERDALE BOARD OF EDUCATION

Business Office
301 Grace Street
Somerdale, New Jersey 08083

Security System

INSTRUCTIONS TO BIDDERS

1. BIDS ARE TO BE SUBMITTED TO:

Ms. Melissa Engelhardt, SBA/Board Secretary
Business Office
Somerdale Board of Education
301 Grace Street
Somerdale, New Jersey 08083

BY: **11:00 a.m.** PREVAILING TIME

ON: **Tuesday, July 28, 2015**

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

2. Bids must be placed in a *sealed* envelope/package marked as shown below on the front of the envelope/package. Two (2) copies are to be submitted; One (1) paper package with original signatures and one (1) electronic copy (i.e. CD or USB). **DO NOT EMAIL.** Bidders should also keep a complete copy of the bid packet, exactly as submitted.

Envelope Label Information:

District:	<u>Somerdale Public Schools</u>
Bid Number:	<u>16-13</u>
Project:	<u>Security System</u>
Bid Date:	<u>Tuesday, July 28, 2015</u>
Bid Time:	<u>11:00 a.m.</u>
Bidder:	<i>Name of Company</i> <i>Address</i> <i>City, State Zip</i>

Again, the Board of Education will not accept e-mail submission of bids.

3. BID OPENING MEETING

All bids will be publicly received and unsealed by the Purchasing Agent opened in the Conference Room, 301 Grace Street, Somerdale, NJ 08083, and read beginning at **11:00 a.m.** on **Tuesday, July 28, 2015.** Bidders and/or their authorized agents, and the general public are invited to be present at the bid opening. It is the responsibility of each bidder to ensure that their bid is complete and presented to the Purchasing Agent prior to the advertised bid date and time. No bids shall be received or accepted by the Board of Education after the advertised bid date and time. (N.J.S.A. 18A:18A:21(b))

4. AFFIRMATIVE ACTION REQUIREMENTS

Each 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:

- i. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
- ii. A certificate of employee information report approval issued in accordance with N.J.A.C.17:27-4; or
- iii. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of bid. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form.

"If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

5. AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121 01 et seq.

6. ALTERNATIVE DISPUTE RESOLUTION PROCESS

All disputes relating to the performance of the contract shall be submitted first to non-binding mediation by a single mediator. The mediation shall be held at the Board of Education offices before a single mediator who is mutually acceptable to the parties. The parties shall share the mediator's fees equally. If the dispute is submitted for mediation, the neutral party must demonstrate knowledge of the Public Schools Contract Law. The arbitration of claims is expressly excluded under this contract. This alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation process, or to the formation of contracts. Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.

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

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

A. Bid Guarantee REQUIRED NOT REQUIRED

Each bid when required shall be accompanied by a bid bond, cashier's check or certified check in the amount of \$ _____ n/a _____, made payable to the Somerdale Board of Education.

When required, each bid shall be accompanied by a bid bond, cashier's or certified check for ten per cent (10%) of the amount of the total contract, but not in excess of \$20,000. This guarantee shall be made payable to the Somerdale Board of Education. Such deposit shall be forfeited upon refusal of a bidder to execute a contract; otherwise, checks shall be returned when the contract is executed and surety (performance) bond is filed with the Somerdale Board of Education.

The bid security check for unsuccessful bidders will be returned as soon after the bid opening as possible but in no event later than (10) days after the bid opening.

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

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney.

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

B. Certificate (Consent) of Surety

REQUIRED

NOT REQUIRED

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

C. Performance Bond

REQUIRED

NOT REQUIRED

When required, the successful bidder shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such written guarantee shall be made payable to the Somerdale Board of Education and shall be in the form required by Statute. **For this bid, the Board requires a performance bond in the amount of \$45,000 or 100% of the proposal amount, whichever is greater.**

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

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

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

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

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

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

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

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

9. BID PRICES

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

10. BID PROPOSAL FORM

All bids are to be written in by typewriter or ink in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder in ink, at the right margin next to

the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection, so please fill out all entries with care.

The Bid Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the Bid Proposal Form. **Failure to sign the Bid Proposal Form may be cause to disqualify the entire bid.** If the Bid Proposal Form contains more than one sheet, then bidders are requested to affix the company name and address on each intervening sheet between the front sheet and the signature sheet which already bear the company information.

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

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

11. BIDDER COMMENT SHEET

This form is for bidder's use in offering voluntary alternates, or other comments intended to afford the Board information or opportunities to improve the quality of the project, without invalidating the bid proposal. It may *not* be used to take exception to specific conditions of the project defined in the contract documents which the bidder does not like. The bid provided must be based upon the plans and specifications, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the bidder wishes to raise objection, this must be done in writing to the Architect or Purchasing Agent through the question process outlined in the Instructions to Bidders. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all bidders of record.

12. BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL

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

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

Pursuant to N.J.S.A. 52:32-44 as amended, all bidders shall submit with their bid package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. **Failure to provide the New Jersey Business Registration Certification prior to the award of contract will be cause for the rejection of the entire bid.**

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: **1)** The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; **2)** prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; **3)** during the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000

for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

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

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

16. COMPLIANCE WITH ALL LAWS -- *Where applicable*

Special attention is called to requirements for Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment and Assignment of Contract.

The provisions of the New Jersey School Law shall bind all parties and interests to the Contract. Contractor shall comply with all Federal and State Laws, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Contractor.

Contractor shall keep himself informed of all existing and future State and Federal Laws in any manner affecting those engaged or employed in the work, and shall protect and indemnify the Owner, its officers, members and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.

Contractor is to comply with the New Jersey State Uniform Construction Code and the Town of Somerdale Construction Code. Contractor is to obtain local municipal building permit and pay for same. Contractor is to abide by local inspection requirement.

17. CONTRACTS

A. Award of Contract, Rejection of Bid(s)

The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Board of Education. The Board of Education reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities and to take such alternates that the Board feels are in the best interests of the Board. The Board may at its option accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids. Pursuant to N.J.S.A. 18A:18A-36 the Somerdale Board of Education shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

B. Equal Prices

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

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

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

If a formal contract is not required by the Board of Education, an approved and signed Somerdale Board of Education Purchase Order will constitute as a contractual agreement. When a formal contract is required the contractor shall sign and execute said contracts and return said contracts along with the following:

1. Performance Bond in the total amount of the contract (***if required***);
2. Insurance Certificate with the Somerdale Board of Education as an additional insured (***if required***);
3. Affirmative Action Evidence Affirmative Action certificate or copy of completed form AA 302 with proof of payment.
4. Other required documents as may be outlined in the bid specifications.

The executed contracts and related documents must be returned to:

Ms. Melissa Engelhardt, SBA, Board Secretary
Somerdale Board of Education
301 Grace Street
Somerdale, New Jersey 08083

within ten (10) days of receipt of notification. Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by the Board of Education with the bid security becoming property of the Somerdale Board of Education. The Board of Education reserves the right to accept the bid of the next lowest responsible bidder, in such a case.

D. Term of Contract

The contractor, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the General Specifications.

E. Purchase Order Required; Notice to Proceed

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

18. DELETION OF BIDDERS FROM BIDDERS LIST

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

19. DOCUMENTS, MISSING/ILLEGIBLE

The bidder shall familiarize himself with all forms* provided by the Board that are to be returned with the bid. If there are any forms either missing or illegible, it is the responsibility of the bidder to contact the Purchasing Agent at (856 783-6261) for duplicate copies of the forms. This must be done before the bid date and time. The Board accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with his bid.

20. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents returned to the Board shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the bid package may be cause for disqualification and for the bid to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). The Board will not accept facsimile or stamp signatures.

*Forms provided by the Board of Education that must be returned with bid are as follows:

- Bid Proposal Form
- Affirmative Action Questionnaire or Affirmative Action Evidence
- Non Collusion Affidavit
- Stockholders' Disclosure/ Ownership Declaration

- Contractor/Vendor Questionnaire and Certification
- Acknowledgement of Addenda
- Chapter 271 – Political Contribution Disclosure Form

*Please check your bid package for these forms!

21. ESTIMATED QUANTITIES

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

22. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The bidder, by submitting a proposal, acknowledges that he has carefully examined the bid specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each bidder submitting a bid for a service contract shall include in his bid price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the bid specifications and documents.

23. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

24. FORCE MAJEURE

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

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

25. INSURANCE AND INDEMNIFICATION

The bidder to whom the contract is awarded for any service work or construction work shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

General Liability -- \$2,000,000. General Aggregate	\$1,000,000 Each Occurrence
\$1,000,000. Products	\$50,000 Fire Damage
\$1,000,000. Personal Injury	\$5,000 Medical Expense

(A) *Insurance Certificate*

- a. The contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.
- b. The certificate holder shall be as follows:

Somerdale Board of Education
c/o The Business Office
301 Grace Street
Somerdale, NJ 08083

- c. Additional Insured Claim -- The contractor must include the following clause on the insurance certificate.

“Somerdale Board of Education is named as an additional insured”

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

Bodily Injury by Accident	\$1,000,000. Each Accident
Bodily Injury by Disease	\$1,000,000. Policy Limit
Bodily Injury by Disease	\$1,000,000. Each Employee
Automobile Liability	\$1,000,000. Per Occurrence

(B) *Indemnification*

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

The Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

26. INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing to the Purchasing Agent must be received at least ten (10) days prior to the date fixed for the opening of bids to be given consideration.

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

27. LIABILITY – COPYRIGHT

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

28. LIQUIDATED DAMAGES

Liquidated damages shall be assessed against the contractor in the amount as listed in the General Specifications, and Contract should the contract/work/service not be completed in accordance with the plans and specifications.

29. NON-COLLUSION AFFIDAVIT

A notarized Non-Collusion Affidavit shall be submitted with the bid. (N.J.S.A. 2A:93-6).

30. PAYMENTS

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

- Signed voucher by vendor
- Packing Slips
- Invoices

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The Board at its discretion may make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

Invoices

The invoice clearly outlines the goods received or services rendered and the date(s) the services were rendered.

- The invoice must include the full name and address of the company.
- The invoice must include the purchase order number from the board of education.
- The invoice must have the company's invoice number that may be used as reference.
- The invoice must list the goods or services rendered.
- The invoice must be submitted to the Business Office.
- Invoices must be submitted within thirty (30) days of service.

Prompt Payment Discount (Optional)

The Board of Education may request in the General Specifications of this bid, a prompt payment discount. If so offered by the Board, vendors and contractors at their option may request prompt payment by offering to the Board a percentage (%) discount deduction from the total amount of the contract (order).

If the Board of Education accepts the percentage (%) discount offered by the vendor/contractor it shall pay the vendor/contractor the total contract amount minus the percentage (%) discount within twenty-one (21) days. If the Board is unable to meet the twenty-one (21) day deadline the discount will not be deducted from the total contract order amount.

The twenty-one (21) day period begins with the receipt of all goods ordered or services rendered to the complete satisfaction of the Board, provided the Board of Education receives the appropriate documentation including but not limited to:

- ♦ Signed voucher by vendor
- ♦ Invoices
- ♦ Packing Slips
- ♦ Certification of completion of project by Building Services

Please note: The prompt payment clause, because it is an option by both the vendor and the Board, shall not be a factor in determining the lowest responsible bid.

31. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a)(1-4) please note the following:

Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a)(1)

“No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education during the preceding one year period.”

Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a)(2-3)

“Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.”

“When a business entity referred in 4.1(e) is a natural person, contribution by that person’s spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.”

Chapter 271 Political Contribution Disclosure Form – Required -- N.J.A.C. 6A:23A-6.3 (a)(4)

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

32. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the **New Jersey Election Law Enforcement Commission** pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity’s responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.elec.nj.us.

33. PRODUCT GUARANTEE; NO SUBSTITUTIONS

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

34. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form

The Somerdale Board of Education may make such investigations as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Questionnaire Certification Form and return same with the bid and shall furnish all information to the Board as the Board may require determination of the contractor’s ability to perform the duties and obligations as outlined in these specifications.

35. RIGHT TO KNOW LAW

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

New Jersey Department of Health
Right to Know Program
CN 368
Trenton, New Jersey 08625-0368

36. STOCKHOLDERS' DISCLOSURE

All bidders are hereby notified that every corporation and partnership, according to the provision of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement prior to the receipt of the bid or accompanying the bid, setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all partners in the partnership, who own 10% or greater interest herein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. (N.J.S.A. 52:25-24.2)

37. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, services providers, and all vendors with whom the Board of Education has an executed contract may not subcontract any part of any work done or assign any part of contract for goods or materials for the Board without first receiving written permission from the Purchasing Agent.

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

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

In cases of subcontracting, the Somerdale Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Somerdale Board of Education shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non payment to subcontractors.

39. TAXES

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et seq.), and does not pay any sales or use taxes. Bidders should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Somerdale Board of Education. Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

40. TERMINATION OF CONTRACT

If the Board determines that the contractor has failed to comply with the terms and conditions of the bid and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

The contract may be terminated by the board for convenience without any liability or penalty to the board except that the contractor shall be paid for services that are rendered prior to the date of termination, excluding loss of profits, loss of business advantage, compensatory or consequential damages.

41. WITHDRAWAL OF BIDS

Before The Bid Opening

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

After The Bid Opening

The Board of Education may consider a written request from a bidder to withdraw a bid, if the written request is received by the Purchasing Agent within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored.

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

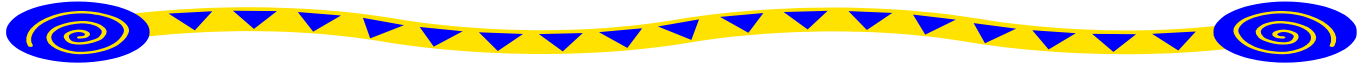
The request to withdraw a bid after the bid opening may be reviewed by the Purchasing Agent, the Director of Facilities, other interested administrators; and the Architect of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made to the Board of Education. If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

SOMERDALE BOARD OF EDUCATION

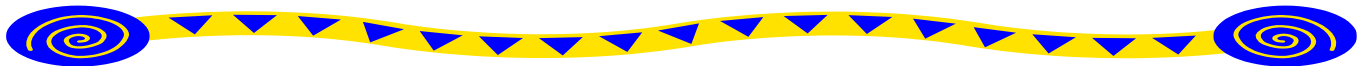
Business Office

301 Grace Street

Somerdale, New Jersey 08083



TECHNICAL SPECIFICATIONS



Ms. Melissa Engelhardt

Business Administrator

Board Secretary

Purchasing Agent

Overview

The Somerdale Board of Education is seeking bids from qualified security systems integrators for use at the Somerdale Park School District. The bids will be centered on the request for an IP Base CCTV system with integration and scalability with Emergency Lockdown Functions and Access Control. Somerdale BOE is requesting a solution based on a Sielox Manufacturing platform. Non-Sielox solutions must be equal or better and provide the required integration components sought as it relates to Access Control and Emergency Lockdown functionality.

General Requirements

The Somerdale Board of Education is seeking bids from qualified providers that meet the minimal requirements below.

- The company headquarters must be located within 50 miles of the district.
- The company must warranty all materials and installation for a period of one year.
- The company must have 24X7 on-call technicians.
- The company is providing installations services that are prevailing wage. Certified payrolls are required.

Requested Services

[Base Bid – IP CCTV System](#)

[Section Summary](#)

- The CCTV system must integrate both live and forensically with the access control and emergency lockdown systems.
- The CCTV system shall be Costar or equivalent.
- There are 41 cameras in this bid.
- The recorders shall be Costar XDi Series or equivalent.
 - There shall be 3 recorders – one in each MDF/IDF. Cameras will wire to closest unit.
 - Each recorder shall be a Model CR1610XDi-18tb.
- The cameras shall be fixed focus and IP based.
 - Indoor cameras shall be Costar Model CDI2109 or equivalent.
 - The camera shall be 2megapixel at (1080p) dome with a 3-9mm varifocal lens.
- Outdoor cameras (except for the license plate camera) shall be Costar Model CDI2109VIR or equivalent.
 - The camera shall be a 2 megapixel (at 1080p) dome, with true day/night, IR LEDs good to 65 feet, and a 3-9 mm varifocal lens.
 - Wall mounts shall be used. The wall mount is model CDMWM10.
- The license plate camera shall be Costar Model CDI5112VIR or equivalent.
 - The camera shall be a 5 megapixel dome, with true day/night, a 3.3-12mm varifocal lens, and IR LEDs good to 82 feet.

Add Alternate I – Access Control

Section Summary

- There is an existing access control system controlling (6) doors. The readers will be replaced on these doors with HID Proximity readers.
- The controller of the current system will be removed.
- Other door devices, ie. Locks, contacts, PIRs can be reused.
- (7) Additional controlled doors will be added to the new system.
- A typical door will have door contacts and Exit PIR in addition to the reader.
- It is acceptable to use electric strikes on all doors except the kitchen exit. The kitchen door shall have a magnetic lock on the active leaf. It will include an exit PIR and Request-to-Exit button. The power to the kitchen door shall drop on fire alarm activation. A fire drop shall be supplied by the fire alarm vendor.
- The access control system must be by the same manufacturer as the emergency lockdown system and CCTV systems.
- The access control system shall be Sielox Pinnacle Standard (not Lite) or equivalent.
- The access control system must directly communicate to the emergency lockdown system.
- The access control system must directly integrate with the CCTV system for alarm call up, alarm marking of recorded video, and showing door status with associated CCTV of that door.
- The access control system must directly interface with the Schlage Salto Wireless Locking system. (The Schlage Wireless locks are not part of this bid.)
- Include 150 HID proximity cards with this system.
- The security vendor shall program the access system for readers, groups, and areas. The programming of the individual access control cards will be by the district.
- Two hours of training shall be supplied by the security vendor for district personnel.

Add Alternate II – Emergency Lockdown

Section Summary

- The emergency lockdown system must be LAN based. A cloud based system is not acceptable.
- The base system must use the existing infrastructure of the district. Additional wiring will not be necessary.
- The software will be browser based. The use of additional client devices will not be acceptable.
- The system MUST BE real time and produce a complete audit trail of all events.
- The real time system must display the floor plans of the building(s) with “status” represented as one of 8 colors for each area of the building.
- Status changes to areas must be represented in the graphic within 2 seconds.
- The system must be WAP capable in order to communicate to first responders through a cell phone link.
- The system must be capable of two-way chat.
- The system must be capable to integrating with access control/CCTV systems

Section Details

General

- Introduction: Complete System Specifications
 - This document provides the information necessary to produce a complete proposal for a highly secure, easy-to-use and dependable Crisis Lockdown Alert Status System (CLASS). The CLASS shall provide the speed and flexibility in the management of crisis situations by use of an embedded secure appliance utilizing a Linux operating System with an intuitive graphical operator interface optimized for browser-based and touch devices. The CLASS shall include all computer hardware and software, field controllers, communication boards, power supplies, [Electric Hardware][Conduit], [Raceways], and all other equipment as indicated on the contract drawings and as specified herein. All material shall be the manufacturer's standard catalog products.
- System Description
 - The CLASS shall be a hardened Linux based appliance with multi-operator and multi-threaded (multi-tasking) capability, allowing independent initiating activities and monitoring to occur simultaneously at different locations.
 - The Client workstation or mobile device shall consist of any device that can run a Web Browser, such as Google Chrome, Internet Explorer, Firefox, Safari Android, and Apple iOS. The CLASS Appliance shall support a minimum of 10 concurrent connections.
 - The CLASS shall be simple and economical enough to support a single site, yet powerful and flexible enough to manage multiple-sites, across a WAN, LAN, Wi-Fi, 3G or 4G, and LTE networks simultaneously.
 - The CLASS shall not require any additional wiring when installed on the customers' network, using the customers' existing wiring system.
 - The CLASS shall not require any managing or hosting fees.
 - The CLASS shall conform to standard networking protocols, including: TCP/IP iP4 and iPv6 Ethernet Protocols.
 - All core CLASS hardware and application software shall be developed and manufactured by the same manufacturer, and be 100% designed, manufactured and supported in the U.S.A.
- Manuals
 - The manuals shall contain the following:
 - Quick start guide: A simple 1 page document to get the appliance installed and network access to the device.
 - Installation Guide: This manual shall identify the operational requirements for the system and explain the theory of operation, design philosophy and specific functions.
 - User Manual: The user manual shall fully explain all procedures and instructions for the operation of the system.
- Regulatory Requirements

- Systems shall be designed, manufactured, tested and installed in accordance with NFPA 70 (National Electrical Code), state codes, local codes, requirements of authorities having jurisdiction and in particular:
- Equipment and materials for which there are UL standard testing requirements, listings, and labels shall be listed and labeled by UL or ETL 294 and 1076, and meet or exceed all appropriate FCC Regulations.
- Warranty
 - Manufacturer's Warranty: Submit manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under the Contract Documents.
 - Warranty Period will be one a minimum of [One] ([1]) year date of Substantial Completion.
- Software Maintenance
 - The CLASS manufacturer shall provide a minimum of two types of after warranty support:
 - Annual Software Maintenance Agreement
 - Annual End User Software Support Agreement
 - The CLASS manufacturer shall support the current version of the CLASS software and at least [2] previous full versions.
- Manufacturer:
 - SIELOX, LLC
170 East Ninth Avenue
Runnemede, NJ08078
- Class Software Platform
 - The software shall be browser based and shall require no installation on client devices.
 - Basic functions of the CLASS software:
 - Software shall initiate color status from initiating devices with 3 possible methods:
 - Color status icons available via browser on desktop, laptop, smart (white) board, smart phone, tablet or iPad
 - Color coded RFID cards to send status via card presentation to reader
 - Alarm push buttons – wired or wireless.
 - Shall provide real time location status via color coded maps with 8 unique colors and include user programmable descriptions.
 - Shall provide ability to view and manage floor plan graphics from any device.
 - Shall provide ability to open two way chat to initiators and responders.
 - Shall provide ability to clear status by individual location, region, or global.
 - Shall provide ability to initiate four Modes (Lock down, All Clear, Evacuate, Shelter).
 - Shall provide ability to pop up alarms on All Clear, Lockdown, Shelter, or Evacuation events.
 - Shall provide pop up alarms on any location color status change (if desired).
 - Shall provide ability to initiate lockdown of access controlled doors.

- Shall provide ability to initiate pre-programmed announcements of third-party paging system.
- Shall provide ability to send host-generated email and/or SMS alerts to authorities and/or first responders.
- Shall be able to interface other systems in response to CLASS events via hard wired outputs on CLASS to into on other systems.
- Shall be able to display events in real time on the event viewer.
- Shall be able to interface with IP Camera by using a URL and automating display video on any configured monitor.
- Shall be able to filter events in real-time by color, type or location.

Administration and Operating Features

- The CLASS shall provide an easy-to-operate graphical interface for operators while performing security management and reporting functions.
- The features below shall be standard without the need for any add-on software.
 - The CLASS shall provide interactive on-line help with an extensive on-line manual. The online manual shall be available to allow the operator to browse in to obtain detailed help without having to consult a technician.
 - Appliance must be able to support 3 separate types of user groups for operator permissions. The system shall support; Administrator, Responder, and Initiator levels of system operators.
 - The System shall be able to configure custom user groups for operator permissions.
 - Each browser session shall have access to all features if operator password level allows. Password levels shall be individually customized to allow or disallow operator access to a program function. Features that are not permitted will not be visible or selectable.
 - The operator shall have ability to view and operate multiple browser sessions simultaneously. Each screen shall be capable of displaying its own title, filter, columns and cardholder image.
 - Each workstation shall have the ability to define and filter alarms and events that will be displayed at each browser.
 - The CLASS shall provide a maintenance port password for technicians accessing the CLASS controllers so that unauthorized persons do not gain direct serial or network (IP) access to the controllers.

Event Monitor

- The CLASS shall provide an operator friendly event monitoring screen that utilizes navigation bars, icons, and floor plan graphics. From this screen the operator shall have the ability to quickly access the following:
- Monitor
 - The monitor shall be a configurable browser window capable of displaying a minimum of ten independent event screens.

- The floor plan graphics shall be imported as JPEG or PNG file formats.
- The system shall support the ability to create location/color sizes for display on floor plan graphics.

Reports

- Operators shall be allowed to configure reports via browser specifically for devices, events, actions and messages based on time of day, day of week and weeks of year.
- Reports shall be easy to configure based on time, date, location, and cardholder.
- The CLASS report feature shall allow a range of audit reports with date and time:
 - Location status change
 - Chat messages from initiator or responder
 - Email/text alerts
 - Alert level changes
 - Clear location status (room clearing)
 - Ability to recreate the sequence of events

Operator Actions

- Shall allow the operator to take actions on devices through the CLASS software interface. Actions shall include refreshing controllers, locking and unlocking of doors, Blocking and unblocking readers, shunting and un-shunting of inputs, and turn on/off outputs momentarily or for a specific number of minutes or hours.
- Display Image: Shall allow the operator to choose whether a cardholder image is displayed or not.
- Capture Image: Shall allow the operator to capture cardholder images and store as a JPEG file format.

Database

- The Class software shall utilize the open source database My SQL.
- The system shall support the ability to import database information from CSV.
- The system shall have and support an SQL database backup.
- The system shall have and support an SQL database restoration.

Networking

- Networking capability shall be provided to implement large scale and/or multi-location systems with CLASS devices including intelligent field controllers and/or remote clients while overall control of the network is maintained at a central location. Local Area Networks (LAN), Wide Area Networks (WAN), WIFI, 3G, 4G, or LTE shall be supported simultaneously.

Class Field Controller

- The CLASS AC1700 controllers shall be 100% distributed intelligence architecture. Each controller shall operate independently of one another.
- The CLASS AC1700 controllers shall provide intelligent interface to status and duress alarm devices, hardwired or wireless card reader devices, door locking and gate control mechanisms.

- The CLASS AC-1700 controllers shall incorporate a 32-bit CPU, using high speed processing for maximum reliability. The design shall allow for a mixture of Readers and I/O support on a single board to facilitate expansion capabilities.
 - The AC-1700 controller shall provide support for up to two hardwired card Readers and up to 32 wireless readers each with support for door strike, door contact, and request-to-exit devices. All aspects of each input and output shall be configurable.
 - Each AC-1700 controller shall have a minimum of 4 auxiliary inputs. Each input shall be able to be independently configured as supervised 4 states or unsupervised 2 states. All aspects of shunting and other timing features shall also be independently configured.
 - Each AC-1700 Controller shall have a minimum of 4 auxiliary outputs with the ability to supervise and program each output.
 - Relays shall be assignable to activate in the normally open or normally closed positions. The outputs will be assignable to trip on any system event, either alarm type event or on any card holder type event. Each relay shall be provided with a socket on the AC-1700 controller and shall be removable and field replaceable.
 - An on board Ethernet connection shall be provided, communicating at network speed direct to the controller CPU.
 - The AC1700 controller shall provide a browser based onboard port which will allow for remote testing, status reports, rebooting of controller, input and output tests, communication tests as well as the ability to remotely update the operating firmware. This maintenance port shall remain operational even when the controller is communicating through the RS-485 port for day to day operation.
- The CLASS AC1700 Controllers shall incorporate the following basic features as minimums:
 - Unique color coded cards stored on controller shall be 25,000
 - Buffered events shall be 10,000.
 - Shall utilize equipment and materials for which there are ETL or UL standard testing requirements.
 - The AC-1700 CLASS controller shall support a supply voltage range of 11.5 VDC to 18 VDC maximum.
 - A secure SD card (standard type) shall be supported for door configuration, database backup and field technician use, as well as remote setup without a network/computer
 - The controller shall be provided with LED indicators for the following: RS-485 ports, RS-232 ports, network port, output relays, and the SD card storage device. Any CLASS controller that does not have these field trouble shooting aids will be considered unacceptable.

Bid Pricing Sections	Total Price
Base Bid – IP CCTV Hardware/Software	
Base Bid – IP CCTV Labor	
Add Alternate I – Access Control Hardware/Software	
Add Alternate I – Access Control Labor	
Add Alternate II – Emergency Lockdown System Hardware/Software	
Add Alternate II – Emergency Lockdown System Labor	

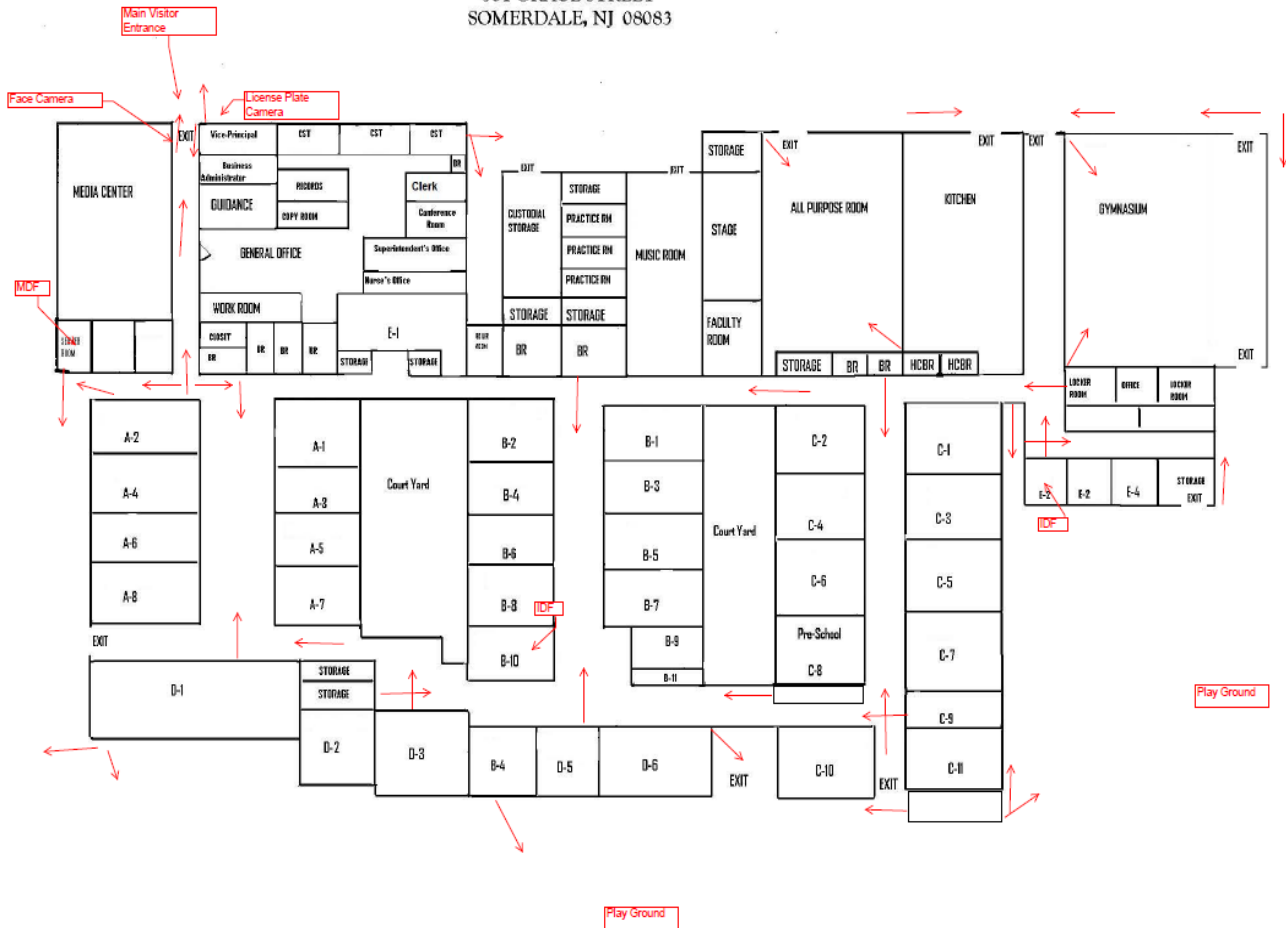
Please provide itemized proposals denoting system hardware/software components with designated quantities.

Please provide quantity of hours that comprise the labor cost totals.

Map of Somerdale Park Elementary School with necessary camera viewpoints:

FIRE EXIT PROCEDURES

PARK ELEMENTARY SCHOOL
301 GRACE STREET
SOMERDALE, NJ 08083



To All Vendors:

Please refer to the School Calendar when preparing for delivery of goods and materials.

2015-2016 School Calendar

SOMERDALE PARK SCHOOL
301 Grace Street
Somerdale, NJ 08009
856-783-2607

September 2015						
S	M	T	W	T	F	S
			1	2	3	4
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2015						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2015						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2015						
S	M	T	W	T	F	S
			1	2	3	4
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2016						
S	M	T	W	T	F	S
		1	2	3	4	5
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

SEPTEMBER
1 - School Closed (Teacher In-Service)
2 - First Day for Students Early Dismissal
3, 4 - Early Dismissal
7 - School Closed (Labor Day)

OCTOBER

NOVEMBER
2 - Early Dismissal (Evening Conferences)
3 - Early Dismissal (Parent Conf./In-Service)
4, 5, 6 - School Closed (NJEA Conference)
25 - Early Dismissal
26, 27 - School Closed (Thanksgiving Break)

DECEMBER
23 - One-Hour Late & Early Dismissal
24-31 - School Closed (Winter Recess)

JANUARY
1 - School Closed (New Year's Day)
15 - School Closed (Teacher In-Service)
18 - School Closed (M.L. King, Jr. Day)

FEBRUARY
12 - Early Dismissal (Teacher In-Service)
15 - School Closed (President's Day)

MARCH
17-24 - Early Dismissal - PARCC PBA Testing (Teacher In-Service/Parent Conf.)
25-31 - School Closed (Spring Break)

APRIL
1 - School Closed (Spring Break cont.)

MAY
9-13 - Early Dismissal - PARCC EOY Testing (Teacher In-Service/Parent Conf.)
27 - Early Dismissal (Teacher In-Service)
30 - School Closed (Memorial Day)

JUNE
14 - Eighth Grade Graduation
14 - Early Dismissal (Last Day for Students)
15 - Last Day Teachers

March 2016						
S	M	T	W	T	F	S
			1	2	3	4
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2016						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2016						
S	M	T	W	T	F	S
					1	2
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

BOE Approval
3/12/2015

INTERIM REPORTS
Dates: 10/2, 12/18, 3/4, 5/13
(2) Incent weather days are built into the calendar. If it is necessary to close school for any reason more than the (2) days, the days will be made up on 6/16, 6/17

TOTAL DAYS
Student Days 182
Teacher Days 185

Marking Periods
1st Marking Period Ends - 11/10 (45 days)
Final Q1 Grades - 11/20
2nd Marking Period Ends - 1/26 (44 days)
Final Q2 Grades - 2/5

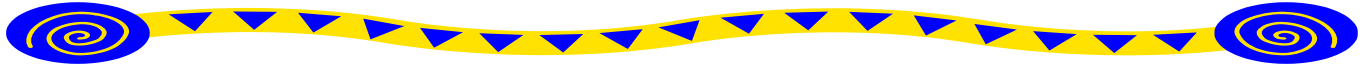
Final Grades are available on Powerschool

Marking Periods
3rd Marking Period Ends - 4/6 (44 days)
Final Q3 Grades - 4/15
4th Marking Period Ends- 6/10 (46 days)
Final Q4 Grades - 6/15

School Closed	School Closed - Teacher In-Service	PLC - Wednesday	First Day of School - Early Dismissal
Early Dismissal - 12:33 pm			Last Day of School - Early Dismissal
Early Dismissal - Teacher In-Service		One Hour Late Opening & Early Dismissal	

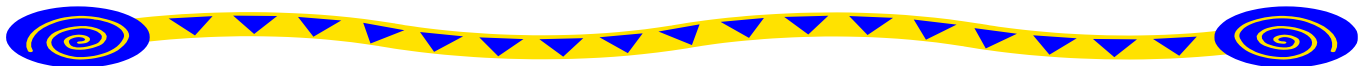
SOMERDALE BOARD OF EDUCATION

*Business Office
301 Grace Street
Somerdale, New Jersey 08083*



**BID DOCUMENTS
AND
REQUIRED
DOCUMENTATION**

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



Ms. Melissa Engelhardt
Business Administrator
Board Secretary
Purchasing Agent

To be completed and signed below.

Return With Bid

AFFIRMATIVE ACTION QUESTIONNAIRE

Security System

Bid No. 16-13

Bid Date: Tuesday, July 28, 2015

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

1. Our company has a federal Affirmative Action Plan approval. Yes No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a N.J. State Certificate of Employee Information Report Yes No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered **“NO”** to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302 or letter stating reasons that you are exempt.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

<http://www.state.nj.us/humanservices/dmhs/info/csc/>

- Click on “Employee Information Report – AA302”
- Complete and submit the form with the appropriate payment to:

NJ Department of Treasury
Division of Contract Compliance/EEO Compliance
P.O. Box 209
Trenton, NJ 08625-0209

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the Board of Education within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

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

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

Address _____

City, State, Zip _____

To be completed and signed below.

Return With Bid

NON-COLLUSION AFFIDAVIT

Security System

Bid No. 16-13

Bid Date: Tuesday, July 28, 2015

STATE OF _____
:ss:
COUNTY OF _____

I, _____ of the City of _____
in the County of _____ and the State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
Position in Company
and the bidder making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education of the City of Somerdale relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

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

(Print Name of Contractor/Vendor)

Subscribed and sworn to: _____
(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _____ day of _____, _____.
Month Year

NOTARY PUBLIC SIGNATURE Print Name of Notary Public

My commission expires _____ - Seal -
Month Day Year

To be completed and signed below.

Return With Bid

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

Security System

Bid No. 16-13

Bid Date: Tuesday, July 28, 2015

Please check one type of Ownership, complete the form, and execute where provided.

- | | |
|-------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> <u>Corporation--</u> | <input type="checkbox"/> <u>Limited Partnership--</u> |
| <input type="checkbox"/> <u>Partnership--</u> | <input type="checkbox"/> <u>Limited Liability Corp.--</u> |
| <input type="checkbox"/> <u>Sole Proprietorship--</u> | <input type="checkbox"/> <u>Limited Liability Partnership--</u> |
| <input type="checkbox"/> <u>Sub Chapter S Corp.--</u> | <input type="checkbox"/> Other-_____ |

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be." If one or more such stockholder "or partner" is itself a corporation "or partnership", the stockholder holding 10% or more of that corporation "or partnership" the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be, continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH BID. In the event that there are no persons who own ten percent or more of the stock or ownership of the bidder, then such fact should be certified below as part of this disclosure.

Name of Company _____

Address _____

City, State, Zip _____

List of Owners with Ten Percent (10%) or More Interest

<u>Owner's Name</u>	<u>Home Address</u>	<u>Title/Office Held</u>	<u>Percent (%) of Partnership Shares Owned</u>

NOTE: If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

Signature _____ **Date** _____

(form continued on next page) →→→

To be completed and signed below. Return With Bid

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP (con't)

If your firm is not a corporation and/or partnership, please explain below how your firm is organized and include a list of the various principals.

Our firm, _____, is organized

Names of Principals

Title

Use additional paper if needed. Check here if additional sheets are attached.

Name of Company _____

Address _____

City, State, Zip _____

Authorized Agent _____ **Title** _____

SIGNATURE OF AUTHORIZED AGENT

To be completed and signed below.

Return With Bid

Contractor/Vendor Questionnaire/Certification

Security System

Bid No. 16-13

Bid Date: Tuesday, July 28, 2015

Name of Company _____

Street Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____

FEIN No. _____

Years in Business _____ Number of Employees _____

References – Work previously done for School Systems in New Jersey

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

Vendor Certification

Direct/Indirect Interests

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

I certify that I am not an official or employee of the Somerdale Board of Education.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, board member or employee of the Somerdale Board of Education.

Vendor Contributions

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a1-4) concerning vendor contributions to school board members.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

President or Authorized Agent (Print)

SIGNATURE

To be completed and signed below.

Return With Bid

Consent of Surety

REQUIRED
 NOT REQUIRED

A performance bond will be required from the successful bidder. In accordance with N.J.S.A. 18A:18A-25, the Somerdale Board of Education requires a certificate from a surety company stating it will provide the contractor/vendor with a performance bond in such sum that is required in the bid specifications and/or for the full faithful performance of all the bid specifications and contract provisions.

In lieu of an actual certificate, the Somerdale Board of Education will accept this form duly executed by an authorized agent or representative of a Surety Company.

To: The Somerdale Board of Education

Re: _____
Name of Contractor/Vendor

Security System

Bid No: 16-13

Date: Tuesday, July 28, 2015

This is to certify that the _____
Name of Surety Company

will provide to _____
Name and Address of Contractor/Vendor

a performance bond in such sum that is required in the bid specifications and/or for the full faithful performance of all the bid specifications and contract provisions, in the event that said contractor/vendor is awarded a contract for the above project.

Signature of Authorized Agent of Surety Company

ATTEST: _____
Print Name of Authorized Agent

Date

Name of Surety Company

Address

City, State, Zip Code

Telephone

To be completed and signed below.

Return With Bid

Somerdale Board of Education
Somerdale, NJ 07055

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: 16-13

Name of Company: _____

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c.25, that the person or entity listed above for which I am authorized to bid/renew:

- is not** providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran, AND
- is not** a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Somerdale Board of Education under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2 – ONLY COMPLETE IF ENGAGING IN INVESTMENT ACTIVITIES IN IRAN

Part 2: Please provide further information related to investment activities in Iran

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

Name: _____ Relationship to Bidder/Offeror _____	
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey 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 State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature _____

Title: _____ Date: _____

Name of Company: _____ City/State/Zip: _____

BIDDER'S COMMENT FORM

Security System

Bid No. 16-13

Bid Date: Tuesday, July 28, 2015

This form is for Bidder's use in offering voluntary alternates, or other comments intended to afford the Board information or opportunities to improve the quality of the project, without invalidating the bid proposal. It may *not* be used to take exception to specific conditions of the project defined in the contract documents which the Bidder does not like. The bid provided must be based upon the plans and specs, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Bidder wishes to raise objection, this must be done in writing to the Architect through the question process outlined in the Instructions to Bidders. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all bidders of record. Inquiries raised too close to the bid date will not be able to be answered.

Name of Company _____

Address _____

City, State, Zip _____

Name of Authorized Representative _____

Signature _____ **Title** _____ **Date** _____

To be completed and signed below.

Return With Bid

Acknowledgement of Addenda

Security System

Bid No. 16-13

Bid Date: Tuesday, July 28, 2015

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

ADDENDA NO.

ISSUING DATES

_____	_____
_____	_____
_____	_____
_____	_____

No Addenda Received

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ **Date** _____

To be completed and signed below.

Return With Bid

**Somerdale Board of Education
Business Office**

301 Grace Street
Somerdale, New Jersey 08083

**Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 52:34-25**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

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

The Business Entity may attach additional pages if needed.

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

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

Certification

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

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

¹ N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

P.L. 2005, c.271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-l et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C.19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

52:34-25 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-l et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

P.L. 2005,c271

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A. 52:34-25.

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 52:34-25**

County Name: Camden

State: Governor, and Legislative Leadership Committees

Legislative District #: 6

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

County:

Freeholders
Surrogate

County Clerk
Registrar of Deeds

Sheriff

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

Somerdale	Laurel Springs
Hi-Nella	Stratford
Magnolia	Oaklyn
Collingswood	Gibbsboro
Haddonfield	Voorhees
Cherry Hill	Maple Shade
Pennsauken	Merchantville
Berlin Township	Tavistock

Boards of Education (Members of the Board):

Somerdale	Laurel Springs
Hi-Nella	Stratford
Magnolia	Oaklyn
Collingswood	Gibbsboro
Haddonfield	Voorhees
Cherry Hill	Maple Shade
Pennsauken	Merchantville
Berlin Township	Tavistock

Fire Districts (Board of Fire Commissioners):

If applicable

Somerdale	Laurel Springs
Hi-Nella	Stratford
Magnolia	Oaklyn
Collingswood	Gibbsboro
Haddonfield	Voorhees
Cherry Hill	Maple Shade
Pennsauken	Merchantville
Berlin Township	Tavistock

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

The contractor and the Somerdale 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.

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

(REVISED 4/10)

TO All Bidders:

REMINDER!

Did you sign all of the bid documents?

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

The Board will not accept facsimile or rubber stamp signatures.

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

Ms. Melissa Engelhardt
Business Administrator
Board Secretary
Purchasing Agent