

**BRILLA NEW JERSEY CHARTER SCHOOL  
PATERSON, NEW JERSEY 07505**

# **GOODS AND SERVICES**

## **Bid Specifications & General Requirements**

**PAYROLL PROCESSING AND HUMAN RESOURCES  
SERVICES**

**Bid No. 2025-0003**

**Thursday, September 5th, 2024**

Bid Opening Date

**04:30 p.m.**

Bid Opening Time

**RICHARD PRESSLER**

School Business Administrator/Board Secretary

**BRILLA NEW JERSEY CHARTER SCHOOL**  
PATERSON, NEW JERSEY 07505

**REQUEST FOR BIDS**

**Bid Advertisement**

The BRILLA NEW JERSEY CHARTER SCHOOL hereby advertises for competitive bid pricing in accordance with N.J.S.A. 18A:18A-21(a) (b).

**Bid No. 2025-0003**

**PAYROLL PROCESSING AND HUMAN RESOURCES SERVICES**

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

**Richard Pressler**  
School Business Administrator/Board Secretary  
BRILLA NEW JERSEY CHARTER SCHOOL  
190 OLIVER STREET  
PATERSON, NEW JERSEY 07505  
Email: rick@prcss.org

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

Title:	<b>PAYROLL PROCESSING AND HUMAN RESOURCES SERVICES</b>
Bid Number	<b>2025-0003</b>
Name and Address of the Bidder	
Bid Opening Date	<b>Thursday, September 05, 2024</b>
Bid Opening Time:	<b>04:30 p.m.</b>

The bid envelope must be addressed to

BRILLA NEW JERSEY CHARTER SCHOOL  
Attn: School Business Administrator/Board Secretary  
190 OLIVER STREET  
PATERSON, NEW JERSEY 07505

Location of Bid Opening

BRILLA NEW JERSEY CHARTER SCHOOL  
190 OLIVER STREET  
PATERSON, NEW JERSEY 07505

The bid opening process will begin on the advertised date and time at the BRILLA NEW JERSEY CHARTER SCHOOL, 190 OLIVER STREET, PATERSON, NEW JERSEY 07505. Bids may also be submitted to the School Business Administrator/Board Secretary or their designee at the bid opening meeting prior to the advertised date and time. The School Business Administrator/Board Secretary shall publicly receive and open all bids on the advertised date and time.

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

At this time BRILLA NEW JERSEY CHARTER SCHOOL does not accept electronic (e-mail) submissions of bids.

**“Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.”**

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

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

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

BRILLA NEW JERSEY CHARTER SCHOOL reserves the right to reject any non-responsive bids or all bids, pursuant to N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions that may be in the best interest of the Charter School.

**Richard Pressler**  
**School Business Administrator/Board Secretary**

## **ETHICS IN PURCHASING**

### **Statement to Vendors**

#### **CHARTER SCHOOL RESPONSIBILITY**

##### **Recommendation of Purchases**

BRILLA NEW JERSEY CHARTER SCHOOL desires to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

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

##### **Solicitation/Receipt of Gifts – Prohibited**

School officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with BRILLA NEW JERSEY CHARTER SCHOOL or anyone proposing to do business with the Charter School.

#### **VENDOR RESPONSIBILITY**

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

Any vendor doing business or proposing to do business with BRILLA NEW JERSEY CHARTER SCHOOL shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other things of value of any kind to any official or employee of the Board or any member of the official's or employee's immediate family.

##### **Vendor Influence -- Prohibited**

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

#### **VENDOR CERTIFICATION**

Vendors or potential vendors will be asked to certify that no official or employee of BRILLA NEW JERSEY CHARTER SCHOOL 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 BRILLA NEW JERSEY CHARTER SCHOOL.

## **BRILLA NEW JERSEY CHARTER SCHOOL**

### **ADVISORY INFORMATION FOR BIDDERS**

#### **PROMPTNESS OF BID SUBMITTAL**

It is the bidder's responsibility to ensure that their bid is presented in a sealed envelope to the Office of the School Business Administrator/Board Secretary before the advertised bid date and time. The advertised bid date and time for this bid is on **Thursday, September 5th, 2024 @ 4:30 p.m.** No bids shall be received after the time designated in the bid advertisement. No extensions or exceptions will be made. The Business Office is open Monday through Friday from 8:00 am – 4:00 pm, according to the school calendar, and 8:00 am – 3:00 pm during the summer. Access to the Business Office may be delayed because of security clearance. Bidders may also submit bids to the School Business Administrator/Board Secretary 30 minutes prior to the bid opening meeting held in BRILLA NEW JERSEY CHARTER SCHOOL Meeting Room prior to the advertised bid opening date and time. Once again, bids will not be received after the time designated in the advertisement.

#### **PARKING**

Parking in the vicinity of BRILLA NEW JERSEY CHARTER SCHOOL Administration Building is at a premium. ***Allow enough time to locate a parking space.*** Be prepared to park two or three blocks from the Charter School Offices.

Heavy traffic hours by the Charter School Offices on school days are from **7:00 a.m. to 8:30 a.m.** and between **1:40 p.m. and 3:10 p.m.** Be aware of parking signs as you may receive a parking ticket or have your vehicle towed.

#### **MAIL**

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

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

Deliveries of this type usually begin at 10:00 a.m. These items are brought only to the receptionist at the main building entrance. The receptionist then calls the various departments with a request to pick up their items. There may be some delay in getting bids to the Business Office.

#### **HAND DELIVER BIDS – SUGGESTED PRACTICE**

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

**BRILLA NEW JERSEY CHARTER SCHOOL**

## BID DOCUMENT CHECKLIST

### A. Documents to be Returned with Bid

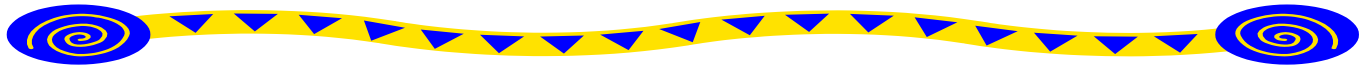
1. Acknowledgement of Addenda
2. Affirmative Action Questionnaire or Certificate of Employee Information Report
3. Assurance of Compliance Statement
4. Bid Guarantee (Bid Bond, Cashier's Check, or Certified Check) *(Only if Required)*
5. Bid Proposal Form
6. Chapter 271 Political Contribution Disclosure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

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).

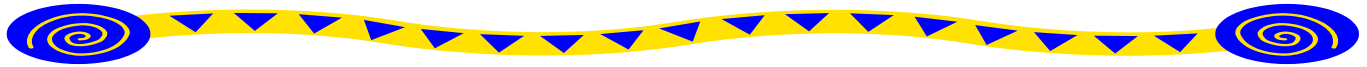
### B. Reminder Checklist

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

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



# **GENERAL SPECIFICATIONS**



**Richard Pressler**  
School Business Administrator/Board Secretary

**BRILLA NEW JERSEY CHARTER SCHOOL**

**PAYROLL PROCESSING AND HUMAN RESOURCES SERVICES**

## INSTRUCTIONS TO BIDDERS

Bids may be submitted by mail, delivery service, or in person.

**BIDS ARE TO BE SUBMITTED TO:**                    **Richard Pressler**  
School Business Administrator/Board Secretary  
BRILLA NEW JERSEY CHARTER SCHOOL  
190 OLIVER STREET  
PATERSON, NEW JERSEY 07505

VIA MAIL/SERVICE BY:            10:00 a.m. PREVAILING TIME ON:    Thursday, September 5th, 2024  
VIA HAND DELIVERY BY:        4:00 p.m. PREVAILING TIME ON:    Thursday, September 5th, 2024

Bids are to be submitted in a sealed envelope and the envelopes will be unsealed and the contents announced at the bid opening meeting.

Bids must be placed in a sealed envelope or package clearly marked with the Title of the Bid on the front.

Title:    **PAYROLL PROCESSING AND HUMAN RESOURCES SERVICES**  
Bid Number:    **2025-0003**  
Name and Address of the Bidder  
Bid Opening Date:                                        **Thursday, September 5th, 2024**  
Bid Opening Time:                                        **04:30 p.m.**

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

### **BID OPENING MEETING**

All bids will be publicly received and unsealed by the School Business Administrator/Board Secretary in BRILLA NEW JERSEY CHARTER SCHOOL, 190 OLIVER STREET, PATERSON, NEW JERSEY 07505, and read beginning at 04:30 p.m. on Thursday, September 5th, 2024. Bidders and/or their authorized agents, and the general public are invited to be present at the bid opening. Each bidder is responsible for ensuring that their bid is complete and presented to the School Business Administrator before the advertised bid date and time. No bids shall be received or accepted by BRILLA NEW JERSEY CHARTER SCHOOL after the advertised bid date and time. (N.J.S.A. 18A:18A:21(b))



## AFFIRMATIVE ACTION REQUIREMENTS

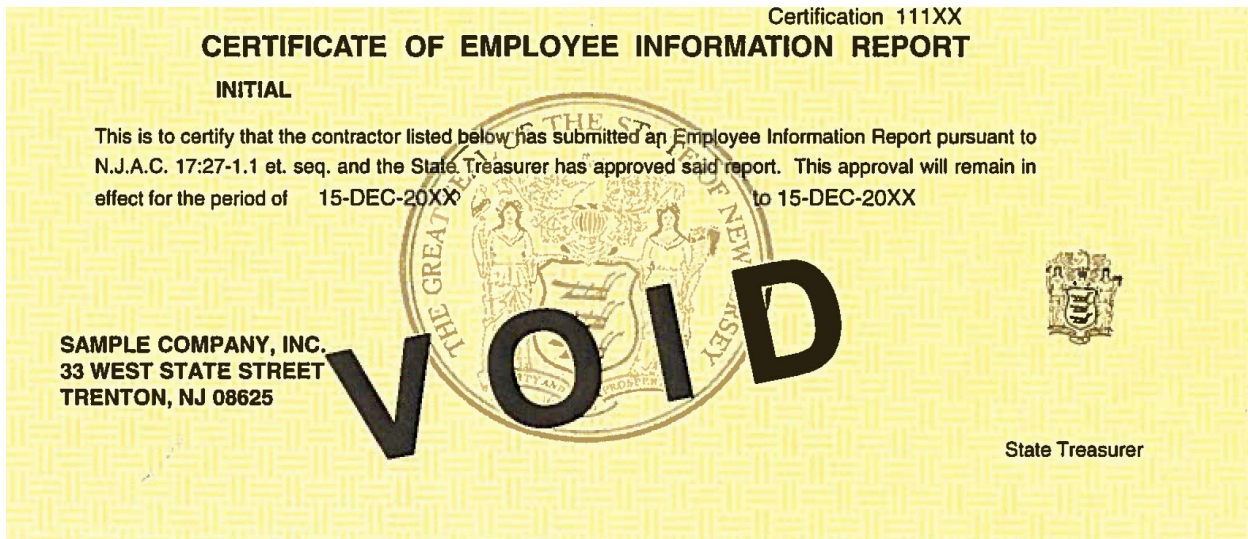
Each company shall submit to BRILLA NEW JERSEY CHARTER SCHOOL, after notification of award, but prior to execution of a goods and services contract, **one** of the following three documents:

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

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

If awarded a contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 et seq., and the terms and conditions of the Mandatory Equal Employment Opportunity Language—Exhibit A.

### Sample Certificate of Employee Information Report



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

### **1. 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 BRILLA NEW JERSEY CHARTER SCHOOL offices before a single mediator who is mutually acceptable to the parties. The parties shall share the mediator's fees equally. If the dispute is submitted for mediation, the neutral party must demonstrate knowledge of the Public School Contracts Law. The arbitration of claims is expressly excluded under this contract. These alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation process or the formation of contracts. Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.

### **2. AMERICANS WITH DISABILITIES ACT**

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

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

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

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

The contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable codes and regulations, and the Anti-Bullying Policy of BRILLA NEW JERSEY CHARTER SCHOOL. The Charter School shall provide the contracted service provider with a copy of the Charter School's Anti-Bullying Policy.

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

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

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

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

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

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

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

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

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

Please note: The name, address, and phone number of the Bond Underwriter, as well as the Bond Number, shall be included with all bonds submitted to BRILLA NEW JERSEY CHARTER SCHOOL.

**A. Bid Guarantee                       REQUIRED                       NOT REQUIRED**

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

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

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

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

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

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

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

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

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

**C. Performance Bond     REQUIRED     NOT REQUIRED**

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

Such bond shall further carry a stipulation that no advance, premature, excessive, or delayed payments by the Charter School 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 Charter School 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 Charter School 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 Charter School.

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 Charter School in the form required and in such number of counterparts as the Charter School may request. Such Performance, Payment, and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the contractor within ten (10) days after the receipt by the contractor of notice accepting their bid by the Charter School.

BRILLA NEW JERSEY CHARTER SCHOOL will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

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

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

#### **8. BID PRICES**

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

#### **9. BID PROPOSAL FORM**

All bids are to be written in typewriter or ink in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder in ink at the right margin next to the altered entry. Failure to initial any erasure or alteration may cause disqualification of that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection. Bidders are urged to fill out and complete all entries with care.

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

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

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

## **10. BID COMMENT SHEET**

This form is for bidder's use in offering voluntary alternates, or other comments intended to afford the Charter School 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 at the pre-bid meeting, or in writing to the Architect or School Business Administrator/Board Secretary through the question process outlined in the Instructions to Bidders.

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

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

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

Whenever BRILLA NEW JERSEY CHARTER SCHOOL requests a brand name for a particular item, it will consider a "brand name or equivalent." If the bidder desires to bid on an equivalent item, the bidder shall do the following:

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

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

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

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

A request of BRILLA NEW JERSEY CHARTER SCHOOL

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

#### Subcontractors

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

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

During the course of contract performance:

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

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

(3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to BRILLA NEW JERSEY CHARTER SCHOOL a complete and accurate list of all subcontractors used and their addresses.

#### **N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.**

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

### **Sample Business Registration Certificates**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 352 TRENTON, N.J. 08646-0352
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107230	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01	<i>John S. Tully</i> Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1093907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
20041014112823533	

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

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

#### 15. COMPLIANCE WITH ALL LAWS -- Where applicable

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

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

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

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

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

Contractors/vendors doing business with BRILLA NEW JERSEY CHARTER SCHOOL are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:



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

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

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

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

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

Charter School Requirement

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

## **17. CONTRACTS**

Award of Contract, Rejection of Bid(s)

The contract shall be awarded, if at all, to the lowest responsible bidder as determined by BRILLA NEW JERSEY CHARTER SCHOOL. BRILLA NEW JERSEY CHARTER SCHOOL reserves the right to reject any non-responsive bids or all bids, pursuant to N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions that may be in the best interest of the Charter School. The Charter School 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, BRILLA NEW JERSEY CHARTER SCHOOL shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

Equal Prices

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

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

Upon notification of the award of the contract by BRILLA NEW JERSEY CHARTER SCHOOL, the contractor shall sign and execute a formal contract agreement between BRILLA NEW JERSEY CHARTER SCHOOL and the contractor, *when required*.

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

If a formal contract is not required by BRILLA NEW JERSEY CHARTER SCHOOL, an approved and signed Charter School Purchase Order will constitute a contractual agreement. When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary. Failure to execute the contract and return said contract and related documents within the prescribed time may cause a delay in payment for services rendered or products received or the annulment of the award by BRILLA NEW JERSEY CHARTER SCHOOL, with the bid security becoming the property of BRILLA NEW JERSEY CHARTER SCHOOL. BRILLA NEW JERSEY CHARTER SCHOOL reserves the right to accept the bid of the next lowest responsible bidder, in such a case.

Renewal of Contract; Services

BRILLA NEW JERSEY CHARTER SCHOOL may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator/Board Secretary may negotiate terms for a renewal of the contract proposal and present such negotiated proposal to BRILLA NEW JERSEY CHARTER SCHOOL. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation. BRILLA NEW JERSEY CHARTER SCHOOL is the final authority in awarding renewals of contracts.

Term of Contract

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

Purchase Order Required; Notice to Proceed

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

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

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

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

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

P.L. 2019, c. 366 (N.J.S.A. 34:1A-1.16) authorized the New Jersey Department of Labor and Workforce Development (NJDOL) to create a list on its website, dubbed the Workplace Accountability in Labor List (The WALL), of any person found in violation of any State wage, benefit, and tax laws and against whom a final order has been issued by the NJDOL for such violation. Any person or business named on The WALL is prohibited from contracting with any contracting unit until the liability for violations of State wage, benefit, and tax laws have been paid in full. The WALL is now live at <https://www.nj.gov/labor/ea/osec/wall.shtml>.

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

BRILLA NEW JERSEY CHARTER SCHOOL will delete the name of vendors from the Charter School’s list of bidders if on three (3) occasions the vendor did not respond to a request for bids. A letter from the vendors stating “no-bid” will not be considered a “no response to the bid.”

#### **20. DELIVERY**

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

- Inside Delivery

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

- Spotted Delivery

Items are to be delivered to a Charter School location, taken off the truck by transportation carrier personnel, and brought to a designated area inside the school or office building. Transportation carrier personnel are responsible for uncrating, setting up, and assembling items to determine good working order and remove all debris to the satisfaction of BRILLA NEW JERSEY CHARTER SCHOOL.

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

BRILLA NEW JERSEY CHARTER SCHOOL is not responsible for any extra delivery costs. All bid prices for materials, goods, and supplies must include all shipping, freight, delivery, and handling costs. Specific delivery instructions are provided in the General Specifications.

*Please note! When delivered, all packages, boxes, cartons, etc., must be marked on the outside as to their contents, and BRILLA NEW JERSEY CHARTER SCHOOL's purchase order number must be clearly printed on them.*

Delivery Guarantee

The vendor/contractor agrees to deliver the item(s) listed in the bid specifications within the prescribed number of days also outlined in the bid specifications. Failure to deliver the designated items within the prescribed period of time shall cause BRILLA NEW JERSEY CHARTER SCHOOL to deduct penalties as per the schedule listed in the general specifications.

**21. DOCUMENTS, MISSING/ILLEGIBLE**

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

**22. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK**

All documents submitted with this bid shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the bid package may be cause for disqualification and for the bid to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). Facsimile, rubber-stamped, electronic, or digital signatures are not acceptable.

Forms provided by BRILLA NEW JERSEY CHARTER SCHOOL. Please check your bid package for these forms!

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

**23. ESTIMATED QUANTITIES**

BRILLA NEW JERSEY CHARTER SCHOOL intends to order the quantities of items listed on the Bid Proposal Form. Bidders are notified that the aforementioned quantities are estimated quantities that the Charter School intends to purchase and are not to be relied upon as the actual quantity to be purchased. There may be some deviation in the number of items actually ordered because of the Charter School's budgeting and financial constraints.

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

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

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

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

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

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

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

## **26. 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 BRILLA NEW JERSEY CHARTER SCHOOL to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

**27. INSURANCE AND INDEMNIFICATION**

**REQUIRED**

**NOT REQUIRED**

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

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

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

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

Other Insurance Coverage

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

Insurance Certificate – When Required

The vendor/contractor must present to BRILLA NEW JERSEY CHARTER SCHOOL an insurance certificate in the above types and amounts before any work or service begins.

The certificate holder shall be as follows:

BRILLA NEW JERSEY CHARTER SCHOOL  
 c/o School Business Administrator/Board Secretary  
 190 OLIVER STREET  
 PATERSON, NEW JERSEY 07505

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

**“BRILLA NEW JERSEY CHARTER SCHOOL is named as an additional insured.”**

**WORKERS COMPENSATION**

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

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

## Indemnification

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

## 28. INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing to the School Business Administrator/Board Secretary and must be received at least ten (10) days, not including Saturdays, Sundays, and holidays, prior to the date fixed for the opening of bids to be given consideration. Any interpretations and supplemental instructions will be distributed in the form of a written addendum to the specifications. The addendum will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the bidders by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract document.

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

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

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4)

a. A person or entity that, at the time of bid or proposal for a new contract or renewal of an existing contract, is identified on a list created pursuant to subsection b. of this section as a person or entity engaging in investment activities in Iran as described in subsection f. of section 2 of this act, shall be ineligible to, and shall not, bid on, submit a proposal for, or enter into or renew, a contract with a State agency for goods or services.

N.J.S.A. 52:32-58: Certification Required.

a. A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract **to certify, prior to the time a contract is awarded** and at the time the contract is renewed, that the person or entity is not identified on a list created pursuant to subsection b. of section 3 of this act as a person or entity engaging in investment activities in Iran described in subsection f. of section 2 of this act.

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

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

### **30. LIABILITY – COPYRIGHT**

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

### **31. 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.

### **32. NON-COLLUSION AFFIDAVIT**

A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. The bidder/respondent has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the bid and that all statements contained in said Proposal and this affidavit are true and correct, and made with full knowledge that BRILLA NEW JERSEY CHARTER SCHOOL relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid. The respondent has to further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the respondent.

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

### **33. PAYMENTS**

Every effort will be made to pay vendors/contractors within thirty (30) to sixty (60) days provided BRILLA NEW JERSEY CHARTER SCHOOL receives the appropriate documentation including but not limited to:

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

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



### 34. POLITICAL CONTRIBUTIONS DISCLOSURE – PAY TO PLAY

#### Annual Disclosure

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

#### Chapter 271 Political Contribution Disclosure Form

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

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

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

BRILLA NEW JERSEY CHARTER SCHOOL has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Charter School has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected officials and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed Chapter 271 Political Contribution Disclosure Form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

### 35. POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

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

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

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

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

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

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

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

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

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

**36. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS**

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

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

**37. PRODUCT GUARANTEE; NO SUBSTITUTIONS**

The contractor shall guarantee that all goods and materials supplied are new and unused and meet the specifications as noted in this bid. BRILLA NEW JERSEY CHARTER SCHOOL will not accept substituted items that deviate from those listed on the purchase order.

**38. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form**

BRILLA NEW JERSEY CHARTER SCHOOL may make such investigations as it seems necessary to determine the bidder's ability to perform the contract's terms. The bidder shall complete a Contractor Questionnaire Certification Form and return the form with the bid and shall furnish all information to the Charter School as the Charter School may require to determine the contractor’s ability to perform the duties and obligations as outlined in these specifications.

### **39. RIGHT TO KNOW LAW**

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

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

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

BRILLA NEW JERSEY CHARTER SCHOOL shall comply with N.J.S.A. 18A:18A-49.5 and N.J.S.A. 52:32-60.1, (L 2022, c.3) which requires a person (or entity) to certify, before a contract is awarded, renewed, amended, or extended, by the Charter School indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>.

If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

The Charter School has provided, within the specifications, a Certification on Non-Involvement in Prohibited Activities in Russia or Belarus Form for all persons or entities that plan to submit a bid, respond to a proposal, or renew a contract with the Charter School to complete, sign and submit with the proposal. The Certification on Non-Involvement in Prohibited Activities in Russia or Belarus Form is to be completed, certified, and submitted prior to the award of the contract.

### **41. SAMPLES**

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

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

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

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

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

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

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

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

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

In cases of subcontracting, BRILLA NEW JERSEY CHARTER SCHOOL shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. BRILLA NEW JERSEY CHARTER SCHOOL shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors. Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

### **44. TAXES**

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

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

#### **45. TERMINATION OF CONTRACT**

If the Charter School 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 Charter School 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 Charter School of the contract does not absolve the contractor from potential liability for damages caused by the Charter School by the contractor's breach of this agreement. The Charter School may withhold payment due to the contractor and apply the same towards damages once established.

The Charter School 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 Charter School 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 Charter School for convenience without any liability or penalty to the Charter School 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.

#### **46. WITHDRAWAL OF BIDS**

##### **□ Before The Bid Opening**

The School Business Administrator/Board Secretary may consider a written request from a bidder to withdraw a bid if the written request is received by the School Business Administrator/Board Secretary before the advertised time of the bid opening. Any bidder granted permission by the School Business Administrator/Board Secretary to withdraw their bid 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.

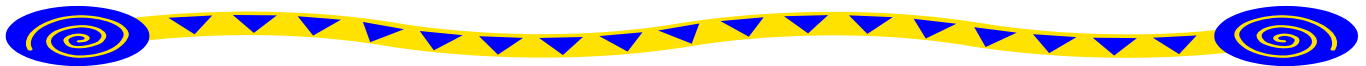
##### **□ After The Bid Opening**

BRILLA NEW JERSEY CHARTER SCHOOL may consider a written request from a bidder to withdraw a bid if the written request is received by the School Business Administrator/Board Secretary within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored. The contractor/vendor who wishes to withdraw a bid must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error, unintentional omission, or both.

The request to withdraw a bid after the bid opening may be reviewed by the School Business Administrator/Board Secretary, 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 BRILLA NEW JERSEY CHARTER SCHOOL. If BRILLA NEW JERSEY CHARTER SCHOOL grants permission to have the bid withdrawn, the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the contractor/vendor fails to meet the burden of proof to have the bid withdrawn, the request to withdraw the bid will be denied, and if the contractor/vendor fails to execute the contract, the bid guarantee will be forfeited and become the property of BRILLA NEW JERSEY CHARTER SCHOOL.



# TECHNICAL SPECIFICATIONS



**Richard Pressler**  
School Business Administrator/Board Secretary

**BRILLA NEW JERSEY CHARTER SCHOOL**  
PATERSON, NEW JERSEY 07505

**TECHNICAL SPECIFICATIONS**

**PAYROLL PROCESSING AND HUMAN RESOURCES SERVICES**

**Intent of Bid**

The BRILLA NEW JERSEY CHARTER SCHOOL is advertising for receipt of bids for payroll processing and human resources services.

The duration of this initial contract shall be from October 1, 2024 through June 30, 2025.

**Initial Set-Up Specifications**

- Establish Direct Deposit with Bank
- Establish CDK Accounting Integration
- Establish/populate all data fields
- Vendor shall provide SOC-1 report

**General Specifications Each Payroll**

- Semi-monthly payrolls (15<sup>th</sup> & last day of each month).
- When the pay dates fall on a weekend or holiday break it is advanced to the preceding business day). The second December pay is provided the last day before the holiday break commences. The second June pay is provided to teachers the last day of the teachers school year.
- Each payroll provide check pay stubs or direct deposit statements, correctly identifying each deduction, and listing the employees pension number.
- Each payroll provide two payroll transfer amounts:
  - o From General Bank Account to Agency Bank Account to cover net paychecks and direct deposits.
  - o From General Bank Account to Agency Bank Account for all tax and pension remittances, 125 plan deductions, and other deductions that need to be directed to 403b or other agencies.
- Provide (CDK Accounting compatible) ASCII data file for each payroll with salaries by expenditure accounts with fund segregation

**New Jersey / Federal Payroll Tax Remittances**

- Federal and State quarterly tax form filings: 941, 927, WR-30.
- Remittances made from Agency bank account.
- W2 / W3 forms and file submission
- 1094 / 1095 (ACA) forms and file submission

**Payroll Deduction Specifications**

- Deductions made for TPAF and PERS pensions, contributory insurance, and any back pension deductions as per NJ-dictated pension enrollment verification.
- Deductions made for 125 Plan (health insurance).
- Deductions made for 403b program.
- Deductions for any garnishments.

### **Payroll Classifications and Data Specifications**

- All salaries/compensation must be classified by their expenditure account numbers as per the school's budget and the Uniform Chart of Accounts for NJ schools aligned to payroll department numbers (assigned by school).
- Tracking of employee pay / compensation types: base pay, employer total health benefit contribution, stipends, overtime, other supplemental compensation, and pay adjustments by expenditure account.
- Tracking of employee compensation by funding type as categorized by payroll dept / expenditure accounts (fund segregation).
- All employees must be identified as TPAF, PERS, DCRP eligible.

### **Payroll Reporting Specifications**

- General Check Register for each payroll, and quarterly (YTD).
- Comprehensive Deduction Reports for each payroll.
- TPAF salary report, including Employee FICA, Employer FICA, State refunded FICA amount (Employer portion of FICA for all TPAF employees).
- Non-TPAF salary report.
- List of transfers back into General Bank Account (employee portion of health insurance premiums).
- List of payments to outside entities (FSA payments if made to another entity, 403b contributions, garnishments, pension payments due at end of month).
- Comprehensive Tax and Liability Report.
- Payroll Expense Report indicating expenditure accounts to which salaries and expenses are charged with fund segregation.
- Report of direct deposit amounts (Payroll Reconciliation).
- Monthly Pension Reports for TPAF and PERS to be used with TEPS and IROC filings.

### **Human Resources Management**

- Maintain Certification Records - Employee TCIS Tracking Number, Repeating Fields: [Certificate/Endorsement Number, License Number, Certificate Type, Issue Date, Expiration Date (if Applicable)].
- Electronic I9 Management.
- Applicant Tracking inclusive of records for US ED OCR Data Collection.
- Automated N.J.S.A. 18A:6-7-6 et. Seq Child Abuse and Misconduct Pre-Employment Screening.
- Employee Professional Development - plan management, request maintenance, and history log.
- Corrective Action Plan management module.
- Mentor and Training/Course tracking for provisional teachers
- Tracking of mandated Professional Development completion.
- Compliance Training Solution (e.g. Vector K12 [formerly Safe Schools], GCN Training [Global Compliance Network], etc.)
- Employee education record (degrees, continuing education courses, creditable on the job training).
- Pay Scale Records.
- Hire date.
- Time off request / employee attendance tracking.
- Provide absence analysis reporting with data filtering features to include but not limited to employee, employee type, absence date range, hire date range, etc.
- PTO use, accrual, and balance tracking
- Employee leave management.
- Segregating employees by departments/locations.
- Tracking of employee observation schedules.
- Tracking of employee evaluation schedules and all evaluation data required for NJ SMART Submissions.



- Tracking of employee mobility (entering and/or leaving school).
- Tracking of employee seniority/longevity and calculation of longevity pay (if applicable).
- Calculation of employee health benefits contributions required by, C78 & C44.
- Prepare a report for each employee participating in health benefits clearly showing how their contribution is calculated with annual and per-pay amounts.
- Annually required NJ DOL Reasonable Assurance file submission
- Produce Position Control Roster (XLS & PDF format) as per N.J.A.C. 6A:23A-6.8 ( Personnel tracking and accounting) – Position Tracking Number, Position Creation Date, Position Fill Date, Vacancy Flag, Retirement Indicator, Local SID, SMID, FirstName, Last Name, Generation Code Suffix, Former Name, Sex, Date Of Birth, District Employment Begin Date, Staff Compensation Total Salary, Staff Compensation Base Salary, Staff Compensation Annual Supplement, Language Spoken By Teacher, Highest Level Of Education Completed, Years Of Prior Experience, Repeating Base Salary Elements: [Full Time Equivalency, Job Code, Account Code, Base Salary], Repeating Supplemental Salary Elements: [Pay Supplement Type, Account Code, Supplemental Compensation]
- Employee Document Tracking / Management [Employee Health Screening, Mantoux/Tuberculosis Test Results, Criminal History Clearances, Certification Records, Observation/Evaluation Records.

**Desired Qualifications**

Qualified bidders should possess the following qualifications:

- At least 10 years payroll processing experience
- At least 5 years experience working with public schools payroll and human resources
- At least 5 year experience working with New Jersey local government payroll (e.g. school districts, municipalities, etc) and human resources
- At least 5 years experience administering payroll deductions to a public pension system

\* Please enclose resumes, CV’s, marketing, collateral, or other documentation demonstrating qualifications

**Scope of Services**

For the 2024-25 School the employer estimates 50 employees for the purpose of this bid. Phone support needs to be available from 8 am until 5 pm on business days.

**Pricing**

On the Bid Proposal Form please provide a monthly cost based on providing semi-monthly payroll with an annual estimated cost for 9 months providing service from October 1, 2024 through June 30, 2025. Provide additional costs as identified on the Additional Fees section of the Bid Proposal Form.

**School References:**

Part of the bid process will be reference checks. To be considered for Payroll Processing and Human Resources Services bid for 2024-25, the Charter school is requesting three New Jersey public school references, which will include;

- ✓ School Name
- ✓ Contact person
- ✓ Phone number

**If school references are not furnished with the bid, the bid will not be considered unless the vendor has previous work experience of a comparable scope and scale and provides those references.**

To All Bidders:

**REMINDER!**

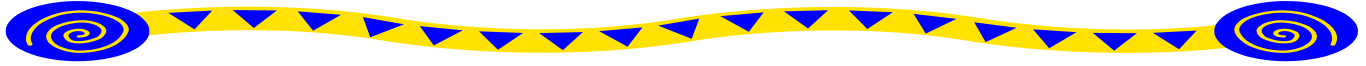
Did you sign all of the bid documents?

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

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

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

**Richard Pressler**  
School Business Administrator/Board Secretary



# **BID DOCUMENTS AND REQUIRED DOCUMENTATION**

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



**Richard Pressler**  
School Business Administrator/Board Secretary

## ACKNOWLEDGEMENT OF ADDENDA

**Bid 2025-0003**

**Bid Date: Thursday, September 5th, 2024**

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

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

**No Addenda Received**

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

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

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

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

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

# AFFIRMATIVE ACTION QUESTIONNAIRE

## Goods and Services Contracts

**Bid 2025-0003**

**Bid Date: Thursday, September 5th, 2024**

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

1. Our company has a Federal Affirmative Action Plan approval.  Yes  No  
*If yes, please attach a copy of the plan to this questionnaire.*

2. Our company has an N.J. State Certificate of Employee Information Report  Yes  No  
*If yes, please attach a copy of the certificate to this questionnaire.*

3. If you answered "NO" to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

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

[NJ Department of the Treasury Contract Compliance \(state.nj.us\)](https://www.state.nj.us/treasury/contract-compliance)

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

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

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

All fees for this application are to be paid directly to the Treasurer, State of New Jersey. A copy of the Employee Information Report and a copy of the check shall be submitted to BRILLA NEW JERSEY CHARTER SCHOOL before the execution or award of the contract.

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

Signature \_\_\_\_\_

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

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

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



# Bid Proposal Form

Name of Bidder \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone # \_\_\_\_\_  
 Employer ID# \_\_\_\_\_  
 Social Security # (if applicable) \_\_\_\_\_

**Per-Pay Reoccurring Fees**

	Per-Pay x Semi-Monthly	x	Estimated # of Employees	x	2 Pays	=	Estimated Monthly	x	9 Mths	=	Estimated 9-Month Rate
Per Employee	\$ _____	x	50	x	2	=	\$ _____	x	9	=	\$ _____
Flat Monthly Fee							\$ _____	x	9	=	\$ _____
Per Employee Setup Fee	\$ _____	x	50							=	\$ _____
Required Software Fees / Licenses (monthly)							\$ _____	x	9	=	\$ _____
Required Software Fees / Licenses (annual)										=	\$ _____
Other Implementation Fees / Training Costs										=	\$ _____
<b>Total Estimated 9-Month Cost</b>											<b>\$ _____</b>

**Additional Fee Schedule**

Biometric Timeclock (Monthly Rental) \$ \_\_\_\_\_  
 Paper Check (Per Payroll – Per Employee) \$ \_\_\_\_\_  
 Secondary Check (Per Payroll – Per Employee) \$ \_\_\_\_\_  
 W2 / W3 (Per Document) \$ \_\_\_\_\_  
 1094 / 1095 (ACA) (Per Document) \$ \_\_\_\_\_  
 Stop Payment Fee \$ \_\_\_\_\_

Bidder agrees to comply with all terms and conditions of the bid specifications.

The BRILLA NEW JERSEY CHARTER SCHOOL may exercise termination if the said party fails to perform to the bid requirements. A 30-day notice in writing will be submitted to the said party with the Charter Schools issues that will need immediate attention. If these issues are not met then after the 30-day period, either party may terminate the contract. BRILLA NEW JERSEY CHARTER SCHOOL will not be responsible for any liquidated damages/financial responsibilities amongst termination.

Signature: \_\_\_\_\_

Official Position: \_\_\_\_\_

Date \_\_\_\_\_

## ASSURANCE OF COMPLIANCE

### Contact with Students

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

### Anti-Bullying Reporting--Requirement

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

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

When applicable, the contracted service provider shall provide to the Charter School, prior to commencement of the contract, evidence or proof that each employee assigned to provide services and who comes in **regular contact** with students has had a criminal history background check and, furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide proof of criminal history background check for any employee coming in regular contact with students prior to commencement of contact may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

### Pre-Employment Requirements

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

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

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

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

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



# CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION

## PAYROLL PROCESSING AND HUMAN RESOURCES SERVICES

**Bid 2025-0003**

**Bid Date: Thursday, September 5th, 2024**

Name of Company \_\_\_\_\_  
Address \_\_\_\_\_ PO Box \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Business Phone Number (\_\_\_\_) \_\_\_\_\_ Emergency Phone Number (\_\_\_\_) \_\_\_\_\_  
E-Mail \_\_\_\_\_ FEIN No. \_\_\_\_\_  
Unique Identifier Number \_\_\_\_\_ (if applicable)\_CAGE Code (if applicable) \_\_\_\_\_

### References – Work previously done for Public School Agencies in New Jersey

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

### Vendor Certifications

#### Direct/Indirect Interests

I declare and certify that no member of the BRILLA NEW JERSEY CHARTER SCHOOL Board of Trustees, nor any officer or employee, or person whose salary is payable in whole or in part by said Board of Trustees 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 Charter School has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

#### Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association, or partnership offered or paid any fee, commission, or compensation or offered any gift, gratuity, or other things of value to any school official, board member, or employee of the BRILLA NEW JERSEY CHARTER SCHOOL.

#### Vendor Certifications

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

#### Debarment Certification

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

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

\_\_\_\_\_  
**President or Authorized Agent (Print)**

\_\_\_\_\_  
**SIGNATURE**

# BIDDER'S COMMENT FORM

## PAYROLL PROCESSING AND HUMAN RESOURCES SERVICES

**Bid 2025-0003**

**Bid Date: Thursday, September 5th, 2024**

This form is for Bidder's use in offering voluntary alternates, or other comments intended to afford the Charter School 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 at the pre bid meeting, or 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. Inquires raised too close to the bid date will not be able to be answered.

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

Address \_\_\_\_\_

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

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

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

**BRILLA NEW JERSEY CHARTER SCHOOL  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

(Page 1)

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

**PART 1 COMPLETE BY CHECKING EITHER BOX.**

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

[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

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

**CHECK THE APPROPRIATE BOX**

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

**Or**

- I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below sign and complete the Certification below.

**PART 2 ADDITIONAL INFORMATION**

Please Provide Further Information Related to Investment Activities in Iran.

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

**BRILLA NEW JERSEY CHARTER SCHOOL**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**  
**(Page 2)**

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

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

I acknowledge that the **BRILLA NEW JERSEY CHARTER SCHOOL** 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 **BRILLA NEW JERSEY CHARTER SCHOOL** to notify the **BRILLA NEW JERSEY CHARTER SCHOOL** 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 **BRILLA NEW JERSEY CHARTER SCHOOL** and that the **BRILLA NEW JERSEY CHARTER SCHOOL** at its option may declare any contract(s) resulting from this certification void and unenforceable.

**The Disclosure of Investment Activities in Iran Form is to be completed, certified, and submitted prior to the award of the contract.**

Name of Vendor, Bidder, or Proposer \_\_\_\_\_  
Print Full Name

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

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

**NON-COLLUSION AFFIDAVIT**

**PAYROLL PROCESSING AND HUMAN RESOURCES SERVICES**

**Bid 2025-0003**

**Bid Date: Thursday, September 5th, 2024**

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

I am \_\_\_\_\_ of the \_\_\_\_\_  
Title Name of Company

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

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

\_\_\_\_\_  
(Print Name of Contractor/Vendor)

Subscribed and sworn to: \_\_\_\_\_  
(Signature of Contractor/Vendor)

before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Month Year

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE Print Name of Notary Public

My commission expires \_\_\_\_\_, \_\_\_\_\_.  
Month Day Year

\*SEAL\*

\*STAMP\*

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

Name of Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

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

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

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

**Part II Check the appropriate box**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who owns a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

Name of Individual or Business Entity	Address

**Part III Disclosure Of 10% Or Greater Ownership In The Stockholders, Partners, or LLC Members Listed In Part II**

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

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

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

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

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the BRILLA NEW JERSEY CHARTER SCHOOL is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with BRILLA NEW JERSEY CHARTER SCHOOL to notify BRILLA NEW JERSEY CHARTER SCHOOL in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting BRILLA NEW JERSEY CHARTER SCHOOL to declare any contract(s) resulting from this certification void and unenforceable.

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

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

**BRILLA NEW JERSEY CHARTER SCHOOL**

**CHAPTER 271  
POLITICAL CONTRIBUTION DISCLOSURE FORM**

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

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

**Reportable Contributions**

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

The Business Entity may attach additional pages if needed.

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

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

**Certification**

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

Name of Authorized Agent \_\_\_\_\_

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

Business Entity \_\_\_\_\_

Bid No: **2025-0003**

**CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**



## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26).

This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

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

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

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

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

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

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

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

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

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

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

**County Name: Passaic**

State: Governor, and Legislative Leadership Committees

Legislative District #: 35 State Senator and two members of the General Assembly per district.

**County:**

Freeholders

County Clerk

Sheriff

Surrogate

Registrar of Deeds

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

Bloomingtondale Borough	Passaic City	Wanaque Borough
Clifton City	Paterson City	Wayne Township
Haledon Borough	Pompton Lakes Borough	West Milford Township
Hawthorne Borough	Prospect Park Borough	Woodland Park Borough
Little Falls Township	Ringwood Borough	
North Haledon Borough	Totowa Borough	

**Boards of Education (Members of the Board):**

Bloomingtondale Borough	Passaic City	Totowa Borough
Clifton City	Passaic County Manchester Regional	Wanaque Borough
Haledon Borough	Passaic Valley Regional	Wayne Township
Hawthorne Borough	Paterson City	West Milford Township
Lakeland Regional	Pompton Lakes Borough	Woodland Park Borough
Little Falls Township	Prospect Park Borough	
North Haledon Borough	Ringwood Borough	

**Fire Districts (Board of fire Commissioners): None**

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

**BRILLA NEW JERSEY CHARTER SCHOOL**

**N.J.S.A. 18A:18A-49.5**

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

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

*(Check the Appropriate Box)*

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

**OR**

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

**OR**

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

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*(Attach Additional Sheets If Necessary.)*

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street)

Vendor's Fax Number

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

Vendor's Email Address

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

## APPENDIX A

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

The contractor and BRILLA NEW JERSEY CHARTER SCHOOL (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. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Appendix A

## Appendix B

### EXHIBIT A

#### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

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

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

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

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

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

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

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

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

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

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

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

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

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

July 2022