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Bid Bond - The Motz Group

 **AIA** Document A310™ – 2010**Bid Bond****CONTRACTOR:***(Name, legal status and address)*

The Motz Group, LLC
1 Motz Way
Cincinnati, OH 45244

SURETY:*(Name, legal status and principal place of business)*

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960
Inc. in DE

OWNER:*(Name, legal status and address)*

Association of Educational Purchasing Agencies
c/o LCSC, ATTN: Purchasing Dept., 1001 E Mt. Faith
Fergus Falls, MN 56537

BOND AMOUNT: \$ Twenty-Five Thousand Dollars and 00/100 (\$25,000.00)**PROJECT:***(Name, location or address, and Project number, if any)*

AEPA #024-A, Natural & Synthetic Surfaces for Sports Fields, Tracks, Courts, Playground & Landscaping Applications, Bid Category 1 - Synthetic Turf for Sports Fields, Bid Category 3 - Running Track, Tennis & Athletic Courts, All Regions 1-8

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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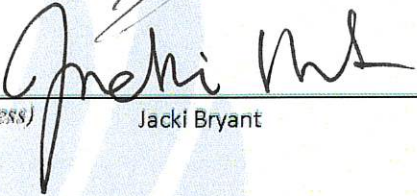
(3B9ADA46)

statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of August, 2023



(Witness)




(Witness) Jacki Bryant

The Motz Group, LLC

(Contractor as Principal) (Seal)


(Title)

United States Fire Insurance Company

(Surety) (Seal)


(Title) Jeffrey M. Wilson, Attorney-in-Fact

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jeffrey M. Wilson, Attorney-in-Fact, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 08:49:59 ET on 08/30/2023 under Order No. 4104240693 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ - 2010, Bid Bond, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

Jeffrey M. Wilson, Attorney-in-Fact

(Title)

August 30, 2023

(Dated)

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

50915

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jeffrey M. Wilson, Richard H. Mitchell, William M. Smith, Robert R. Freel, Anna K. Childress, Mark W. Edwards, II, Alisa B. Ferris,
Robert Read Davis

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



State of New Jersey }
County of Morris }

Matthew E. Lubin, President

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 30 day of August 20 23

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



MOTZ

AEPA Marketing Plan

EXHIBIT A - MARKETING PLAN - THE MOTZ GROUP

Summary

The Motz Group is committed to partnering with AEPA to provide an environment that allows members to purchase with ease and confidence. With Motz, members can rest assured that they are getting the highest level of customer service combined with a quality-built field that will serve them for years to come.

As an approved vendor of AEPA, Motz will collaborate with each member agency to further promote program's benefits in their respective region. We will provide custom collateral highlighting Motz and our services co-branded to their agency, providing electronic versions and printed copies. We will leverage existing AEPA secured projects as case studies and testimonials to spread the word on the ease of use and many benefits this partnership brings. We will gladly do sports turf presentations at agency educational sessions on our products and services, as well as, provide information on the process to procure through AEPA at our own prospective and existing customer presentations. We will continue to feature an AEPA link on our national website, and showcase AEPA agency literature at all industry related trade show booths. We will happily accommodate custom marketing requests by member agencies and work to co-promote in the ways that respective state or government agency prefers.

**Note: The Motz Group has undergone a rebrand in the last 12-18 months. Some of the following examples will reflect the new brand/logo while others were created prior to the refresh. All future promotional items would reflect the new Motz brand.*

Promotional Methods

The Motz Group will use various methods and channels to promote our partnership with AEPA. As an approved AEPA vendor, we are committed to the following:

Customized One Pagers

Motz will provide customized print or digital collateral for member agencies that introduce our company and highlight the program's benefits. Motz also offers a general one pager used to promote our partnership with AEPA.

MOTZ **AEPA**

in partnership with Mountain State to deliver high-performance synthetic turf fields vetted through a competitively bid process.

CHOOSE MOTZ FOR HIGH-PERFORMANCE SYNTHETIC TURF SPORTS FIELDS AND TRACKS:

For over 45 years, The Motz Group has been committed to leaving a lasting legacy with every sports platform we create. We are synthetic turf specialists, focusing on sports field design, construction, removal, replacement, maintenance and management. We've made our name designing innovative and comprehensive performance-based sports field systems, tailored to our customer's specific needs. We build fields from inception to completion with pride, dignity, and the utmost integrity. With quality craftsmanship and proven safety in mind, Motz is committed to our customers from groundbreaking to replacement, guiding you every step of the way. As a dedicated partner of the Association of Educational Purchasing Agencies (AEPA), we understand our surfaces leave a significant impression for years to come. If selected, Motz will construct a solid platform that will further build your facility's sports legacy, along with our own. We take our commitment seriously and you can count on us to deliver a win.

LEARN MORE AT THEMOTZGROUP.COM

Mountain State
Educational Services Cooperative

MOUNTAIN STATE EDUCATIONAL SERVICES COOPERATIVE - WEST VIRGINIA

Mountain State
Educational Services Cooperative

BENEFIT LINEUP

- HIGHLY QUALIFIED VENDOR WITH A PROVEN TRACK RECORD OF SUCCESS
- GUARANTEED COST SAVINGS OVER TRADITIONAL PROCUREMENT METHODS
- HASSLE-FREE PROCESS THAT ELIMINATES COMPLICATED PUBLIC BIDS
- FAST TRACKED PROJECTS THAT FIT YOUR TIMELINE
- ASSURED QUALITY FOR YOUR SYNTHETIC TURF FIELD

GAME PLAN

- Visit aepacep.org
- Click "Vendor Partners"
- Select "The Motz Group"

FLAWLESS EXECUTION

- Contact us for customized quote
- Reference: AEPA FB#020-4 Athletic Surfaces
- Join our roster

MOTZ

T: 800.871.3992 | E: info@themotzgroup.com | W: themotzgroup.com

MOTZ **AEPA**

A PROGRESSIVE take on INFILL.

As a vetted partner of the Association of Educational Purchasing Agencies (AEPA), we understand the importance of providing cutting-edge, performance-driven solutions for sports field owners. Every synthetic turf field has a different set of desired playability characteristics. It's good to be aware that there are many elements that go into selecting the perfect system. Whether you are about to execute a new build or planning for turf replacement, you want to be educated on your options so that you can make an informed decision. With that said, the turf industry is in the midst of an evolution that has opened the doors to a new, dynamic way of looking at system components. Therefore, if you are a fan of innovation and are in search of a modernized solution, check out our progressive infill lineup offered at an exclusive cost to members. Allow us to introduce you to the following game changers:

envirofill

- **Maximum Performance.** Plays firm, fast, and safe.
- **Cool.** Offers natural heat reducing properties.
- **Clean.** Infused with "Microban" during manufacturing.
- **Reusable.** Its durability allows for multiple lifecycle uses.

safeshell

- **Cool.** Offers evaporative cooling properties.
- **Organic.** Made from wild-grown and food-grade components.
- **Low Maintenance.** Float free, and plays the same wet or dry.
- **Safe.** Shrapnel are removed below 2.5 parts per million.

GREENBUSH - THE SOUTHEAST KANSAS EDUCATION SERVICE CENTER

GREENBUSH BENEFIT LINEUP

- HIGHLY QUALIFIED VENDOR WITH A PROVEN TRACK RECORD OF SUCCESS
- GUARANTEED COST SAVINGS OVER TRADITIONAL PROCUREMENT METHODS
- HASSLE-FREE PROCESS THAT ELIMINATES COMPLICATED PUBLIC BIDS
- FAST TRACKED PROJECTS THAT FIT YOUR TIMELINE
- ASSURED QUALITY FOR YOUR SYNTHETIC TURF FIELD

GAME PLAN

- Visit aepacep.org
- Click "Vendor Partners"
- Select "The Motz Group"

FLAWLESS EXECUTION

- Contact us for customized quote
- Reference: AEPA FB#020-4 Athletic Surfaces
- Join our roster

MOTZ

T: 800.871.3992 | E: info@themotzgroup.com | W: themotzgroup.com

Field Days & Synthetic Turf Seminars

Motz will host events which feature content that highlights the benefits of using AEPA as a leading procurement method. In some cases, these events will occur at sites where AEPA was used to secure the project as seen below.

The Motz Group
Building Fields. Building Futures.

MUSCO
Lighting

WELCOME
AND THANK YOU FOR JOINING US!

EVENT SETUP: 3 STATIONS (20 MINUTES PER STATION)
CHECK-IN: MAKE A NAME TAG & RECEIVE YOUR STATION ROTATION SEQUENCE

STATION 1	STATION 2	STATION 3
EAT & MEET WITH THE OWNER	MEET WITH MOTZ	MEET WITH MUSCO
Complimentary Food & Drinks (Porkopolis) Owner's Experience & Recommendations Owner Q & A	Synthetic Turf Field Project Planning Field Design & Component Customization Synthetic Turf Maintenance Best Practices	TLC for LED Lighting System (Retrofit) Show-Lighting Entertainment™ Controls RGBU Color Changing Fixtures

WHILE ONSITE, PLEASE PRACTICE SOCIAL DISTANCING FOR YOUR OWN SAFETY AND THE SAFETY OF OTHERS. WE ENCOURAGE YOU TO TAKE PRECAUTIONS BY LEVERAGING A MASK AND SANITIZING ITEMS DURING YOUR TIME WITH US THIS EVENING. WE THANK YOU IN ADVANCE FOR YOUR SUPPORT AND PARTICIPATION.

The Motz Group
Building Fields. Building Futures.

CASE STUDY:
LEBANON HIGH SCHOOL

SITUATION: Lebanon Community School Corporation is a school community that continually looks to upgrade our facilities and takes extreme pride in our educational and extra-curricular facilities. The increase in student enrollment and desire to improve facilities ultimately led Lebanon to bring in the services of Schmidt Associates, a full service architectural and civil engineering firm (out of Indianapolis). On the list of improvements needed were a new football complex featuring an upgraded synthetic turf surface, a new facility for tennis, and a new welding facility.

PROVIDER: For 43+ years The Motz Group has provided state-of-the-art athletic surfaces to clients at the municipal, professional, and K-12 level. On the synthetic side specifically, Motz has built and annually maintains over 450+ surfaces with more than 75 in Indiana alone.

PROCUREMENT: The Motz Group's reputation for providing high-performance surfaces and long-term care that far exceed the competition led Lebanon to a cooperative purchase. The Association of Educational Purchasing Agencies (AEPAs) is a national organization that solicits bids for a myriad of services, products, and offerings – including synthetic turf surfaces and services. Locally the Indiana Alliance of Educational Service Centers (IAESCC) holds a contract with The Motz Group which meets all state bidding requirements for the services we offer. This procurement model allows groups like Lebanon to select the product and provider they want at a fair price that has already been formally bid out.

SOLUTION: After meeting with the Lebanon team which included Schmidt Associates as the designer and a geotechnical firm, The Motz Group was able to dial in a solution that best met the community's need. This solution included:

- **Subgrade:** Cement stabilized subgrade to assist with unsuitable sub soils
- **Subbase:** Multilayer drainage stone and interior drainage system
- **Shock Attenuation Pad:** Schmitz Foam pad for increased safety
- **Synthetic Turf System:** Twenty-Four/Seven six film for maximum durability and versatility
- **Infill:** Rubber and sand mixture to maximize traction and feel

The coordination of supplies, equipment on site, workers on site, etc. was absolutely amazing. Every step flowed without interruption. The weekly contractor updates were key to the process. Every detail was tended to with timeliness and pride.

Charles L. Tait Assistant Superintendent - Lebanon High School

THEMOTZGROUP.COM

Customized Event Signage

Motz will develop and print customized signage for display at trade shows, member events, and educational seminars.

MOTZ PROUDLY PARTNERED WITH KY AEPA

HANCOCK COUNTY HIGH SCHOOL

HANCOCK

FC

HORNETS

Customized Testimonials

Motz will provide customized testimonials which can be displayed at events in poster or banner form, as well as used in other digital or printed promotional marketing materials like mailers or brochures.



Member Trade Show & Event Presence

Motz will attend member trade shows and events upon request to showcase our products, services, and overall commitment to AEPA.



Social Media Engagement

Motz will share notifications on social media if we are included in an event for a member such as an upcoming trade show, education seminar, or to showcase a recently completed field procured through AEPA.



Case Study Creation

Motz will develop more in-depth case studies in printed or digital format of some projects procured through AEPA to promote customer experience and highlight ease of use.

Fairmont High School

PROJECT OVERVIEW

Armed with two primary goals in mind for their synthetic turf fields, Fairmont reached out to The Motz Group to formulate a plan of action. That plan of action came in the form of cooperative purchasing. By leveraging cooperative purchasing, the school would be able to save the costs typically accumulated in a traditional bid process, fast-track their project to achieve their deadline, and work with a well-versed vendor of their choice - in this case, The Motz Group. As a result, Motz was able to successfully partner with Fairmont to execute the build of their two new, high performance synthetic turf fields, on-time, under budget, resulting in a action-packed fall sports season.

LOCATION
Kettering, OH

SYSTEM TYPE
Twenty-Four/Seven

SPORTS PLAYED
Field Hockey
Football
Multi-Purpose
Soccer

SERVICES USED
Removal / Replacement
Maintenance & Repairs



THE PLAY

With the fall sports season rapidly approaching, Fairmont had to look for creative ways to assure their fields would be ready within the desired schedule and set budget. A traditional procurement process would have placed the school outside of their target time line by nearly three to four months, potentially moving their completion date into the new year. The Motz Group, Ohio's leading synthetic turf provider, started providing maintenance support for Fairmont's existing field in late 2014. With their previous vendor not local and unable to offer rapid service, Fairmont called on Motz and a lasting partnership was built. On top of exceptional service and expertise, Motz offers an extensive line of products sure to meet any athletic facility's needs. As a result, the school was confident that they wanted Motz to build their field, but with a traditional bidding process, there was no guarantee this would be the outcome.

Working with The Motz Group was a great experience! After watching the Motz crew on two sites, it's clear that they are very professional and have a strong process in place. The projects were on time and we received an exceptional product.

- KEN LACKEY | DIRECTOR OF BUSINESS SERVICES



THE WIN

- PROJECT SAVINGS**
Utilizing a cooperative purchasing program can avoid additional costs that can be incurred through the more traditional route.
- VENDOR SELECTION**
With their previous maintenance and care experience, Fairmont was confident that they wanted Motz to build their field and were able to avoid putting their project out to bid.
- ON-TIME**
Fairmont had a tight timeline for their fields to be completed and going the cooperative route allowed them to avoid a bid process that would push them outside of their window.



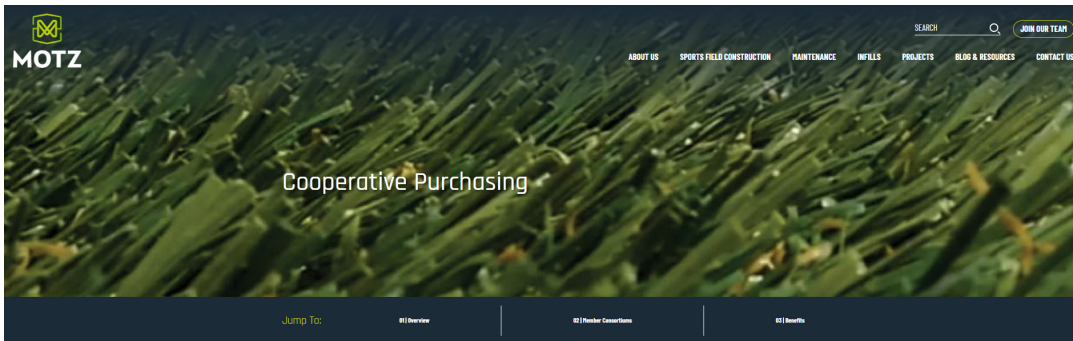
THE SITUATION

In March of 2016, Fairmont High School celebrated the passing of their Permanent Improvement Levy. As a result of this victory, the school's athletic program would be afforded the ability to replace the existing synthetic turf football field and build a new synthetic turf soccer field. These new fields would allow Fairmont the opportunity to execute additional practices, more games, physical education classes, facility rental, community events, and more, back-to-back on these all-weather surfaces. Though grateful and excited for the journey ahead, Fairmont had two specific goals they were looking to achieve in regards to the execution of their new synthetic turf surfaces. First was to have these two fields completed on time and on budget, and the second was to be able to work with the vendor of their choice. The school obtained their first synthetic turf field through the competitive bid process, and though it proved to "get the job done," it didn't necessarily offer the perfect solution for Fairmont this time.



Dedicated Website Page

Motz will continue to have a dedicated presence on our national website which highlights AEPA and the benefits of leveraging cooperative purchasing as a procurement method.



01 OVERVIEW

Motz is an awarded vendor of several cooperative purchasing programs. Therefore, we can quickly expedite an order for a member because all purchasing requirements are completed during the RFP (request for proposal) process. All awarded contracts through these programs have been granted under a competitively bid process and have received a contract from the respective organization. As an awarded vendor, we have committed to provide the best pricing, as well as terms and conditions, available to participating members.

MEMBER CONSORTIUMS

Partnering to provide well-vetted synthetic turf solutions

AEPA

The Association of Educational Purchasing Agencies (AEPA) is a multi-state non-profit organization made up of Educational Service Agencies and political subdivisions organized through a Memorandum of Understanding between all participating states.

[VIEW AEPA CONTRACT](#)

03 PROGRAM BENEFITS

- Save on cost
- Shorten your timeline
- Work with a well-vetted vendor
- Receive a quality-built product
- Avoid standard bidding processes
- Select the vendor you desire
- Trust terms and conditions are solid

Educational Content

Motz will continue to build educational content around how to use cooperative purchasing as a procurement method, and ultimately the benefits that come with leveraging the AEPA member agency contracts.

Subscribe to our weekly newsletter and we'll send updates straight to your inbox

SUBSCRIBE NOW

07-16-2021



WHAT IS A COOPERATIVE PURCHASING PROGRAM?

As an athletic facility or school district, owners understand the importance of working within a budget and also providing your athletes with high-performing resources to continue to up their game. This is where utilizing a cooperative purchasing program can be an asset to your team. Cooperative purchasing is defined by the American Bar Association Model Procurement Code for State and Local Governments as "procurement conducted by, or on behalf of, one or more Public Procurement Units." You may be familiar with [cooperative purchasing programs](#) from your district using them for classroom or other building needs. However, a "coop" can also be used for an artificial turf field project, and it can be a great tool to secure your field and guarantee you can use the provider you want, at a competitive price.



There are a number of cooperative purchasing organizations throughout the United States. Our team is an awarded vendor of several institutions, which allows us to quickly expedite an order for a member because all purchasing requirements are completed during the RFP (request for proposal) process. All awarded contracts through these programs have been granted under a competitively bid process and have received a contract from the respective organization. As an awarded vendor, we have committed to provide the best pricing, as well as terms and conditions, available to participating members.

As an owner, some of the top benefits for securing your synthetic turf field through a cooperative purchasing program include:

- Savings on project costs
- Certainty you're receiving a competitive price
- Bypass the standard bidding processes and fees
- Opportunity to shorten your project timeline
- Select the vendor and quality-built product you want
- Assurance you're working with a well-vetted vendor
- Trust terms and conditions are solid

Our team has completed over 80 synthetic turf projects, whether full conversion or replacement, procured through a cooperative purchasing program. If you have questions on how to make your turf field dream a reality and how a coop might be able to benefit you, [reach out to us](#) and one of our Field Consultants can assist. In the meantime, be sure to check out a [case study](#) around one of our long-time partners who found success in using a cooperative purchasing program for their two-field project!



AEPA Customer References

Motz is proud to have executed 100+ field builds that have utilized our AEPA Cooperative Purchasing Program. Motz will continue to leverage the relationships we've built with these clients to showcase the ease of use and benefits of our partnership with AEPA.

Custom Requests

Motz's main focus is ensuring that the partnership we have with AEPA and its member agencies remains strong. As a result, we are happy to work directly with each member agency to ensure they are supported and accommodated in all of their respective marketing needs. Therefore, if custom requests are made, our team will do what it takes to exceed expectations and get the job done!



Part C - State Specific Forms - The Motz Group

NEW JERSEY REQUIRED DOCUMENTS FOR GOODS AND SERVICES BIDS

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

Pursuant to N.J.S.A. 52:32-44, all respondents shall submit prior to award of bid, a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. The ESCNJ requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal but no later than the bid award.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall 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. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used.
4. 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.

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>

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

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107230
ISSUANCE DATE: 07/14/04

Acting Director

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

For Office Use Only:
20041014112823533

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

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

All respondents are urged to submit with their response, a copy of their firm’s New Jersey Business Registration Certificate. Failure to submit the Certificate to the ESCNJ prior to the award of contract will result in the rejection of the entire bid or proposal.

CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

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

A. 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.

B. 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.

D. Renewal of Contract; Services

The ESCNJ may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The ESCNJ may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board. 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.

The ESCNJ is the final authority in awarding renewals of contracts.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The ESCNJ 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 (<https://www.state.nj.us/treasury/revenue/debarment/index.shtml>).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or

the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List—Excluded Parties List System—System for Award Management—SAM.gov

PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN N.J.S.A. (18A:18A-49.4)

The ESCNJ, 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 and Public Law 2022, c.3, Prohibited Russia-Belarus Activities —N.J.S.A. 52:32-55 et seq.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25, P.L. 2021, c.4 and P.L. 2022, c.3), any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf . Bidders must review this list prior to completing the certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in Russia or Belarus and/or investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

The ESCNJ has provided within these specifications, a Prohibited Russia-Belarus Activities & Iran Investment Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the ESCNJ, to complete, sign and submit with the proposal. The Prohibited Russia-Belarus Activities & Iran Investment Activities Form is to be completed, certified and submitted prior to the award of contract, preferably with the bid submittal.

Please sign and submit the Disclosure of Investment Activities in Iran form and include with your bid package. This form must be submitted no later than the time of the award of a contract.

POLITICAL CONTRIBUTIONS DISCLOSURE – AWARD OF CONTRACTS

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

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

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

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

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

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

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

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

The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the bid/proposal or no later than ten (10) days prior to the award of contract. Failure to provide the completed and signed form shall be cause for disqualification of the bid/proposal.

POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – 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 at www.elec.state.nj.us.

Chapter 271 Political Contribution Disclosure Form

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

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

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

The ESCNJ has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The ESCNJ 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 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.

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

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

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

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

AFFIRMATIVE ACTION 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 a New Jersey 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 above, 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:

https://www.nj.gov/treasury/contract_compliance/

- a. Click on “Employee Information Report”
- b. Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring P.O. Box 206
Trenton, New Jersey 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the ESCNJ prior to the execution or award of contract.

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

Name of Company/Firm _____

Address _____

City, State, Zip _____

Name of Authorized Agent _____ Title _____

SIGNATURE _____ Date _____

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

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Company _____ Name _____

Signature _____ Title _____

Date: _____

ASSURANCE OF COMPLIANCE

Contact with Students

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

Anti-Bullying Reporting--Requirement

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

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

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a 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** _____

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
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at https://www.nj.gov/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 an investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Company _____

Name _____

Signature _____

Title _____

Date: _____

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		CITY COUNTY STATE ZIP CODE
Official Use Only	DATE RECEIVED	INAUG. DATE ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1	COL. 2	COL. 3	***** MALE *****					***** FEMALE *****					
	TOTAL (Cols. 2 & 3)	MALE	FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment from previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO. EXTENSION)

To download the AA-302 form, click this link:

https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302.pdf

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned

by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or do not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all activities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is a number. Do not apply if you are renewing a current certificate.

ITEM 11 - Enter the appropriate figures on a lines and in a

columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE CATEGORY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippines Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the pay period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check box "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone contact.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury
Division of Public Contracts Equal Employment Opportunity Compliance**

P.O. Box 206

Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

Educational Services Commission of New Jersey

Business Office

1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

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 _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*¹
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

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

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

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

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

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

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

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

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

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

P.L. 2005, c. 271

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

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

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

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

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

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

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

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

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

c. As used in this section:

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

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

P.L. 2005, c. 271

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

board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

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

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

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

- (1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;
- (2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and
- (3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

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

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

As used in this section:

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

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

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

4. This act shall take effect immediately.

*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 19:44A-20.26.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

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

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

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

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

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

CONTRACT AWARDS AND RENEWALS



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

CONTRACT AMENDMENTS AND EXTENSIONS

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

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

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

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

Part 3: Certification of True and Complete Information

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

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

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

Full Name (Print)		Title	
Signature		Date	

Statement of Suspension or Debarment

STATE OF NEW JERSEY/ _____
Specify, of other

COUNTY OF _____

I, _____ of the (City, Town, Borough)
of _____ State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm
of _____ the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: _____
(Company Name)

By: _____
(Signature of authorized representative)

Subscribed and sworn to before me

This _____ day of _____, 20 ____

(Seal) Notary Public of New Jersey/
Specify Other State

My Commission expires _____ 20 ____

STATEMENT OF OWNERSHIP DISCLOSURE

S. 5225-24.2 P.L. 1993, c.33, as amended by P.L. 2016, c.43

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

Name of Organization _____
 Organization Address _____
 City, State, ZIP _____

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

- Sole Proprietorship (Skip Parts II and III, execute certification in Part I)
- Non-Profit Corporation (Skip Parts II and III, execute certification in Part I)
- 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 own a 10 percent or greater interest therein, as the case may be. **COMPLETE THE LIST BELOW IN THIS SECTION**

OR

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

Please attach additional sheets if more space is needed

Name of Individual or Business Entity	Home Address (for Individuals) or Business 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 17 C.F.R. 240.24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business 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 **ESCNJ and/or its members** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **ESCNJ and/or its members** to notify the **ESCNJ and/or its members** 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 with the, permitting the **ESCNJ and/or its members** to declare any contract resulting from this certification void and unenforceable.

Full Name Printed		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.

NEW JERSEY REQUIRED DOCUMENTS FOR PUBLIC WORKS BIDS

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

Pursuant to N.J.S.A. 52:32-44, all respondents shall submit prior to award of bid, a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. The ESCNJ requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal but no later than date of award.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

3. 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.
4. 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. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used.
4. 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.

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>

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

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107230
ISSUANCE DATE: 07/14/04

Acting Director

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

For Office Use Only:
20041014112823533

RETURN PRIOR TO BID AWARD

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

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

All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate to the ESCNJ prior to the award of contract will result in the rejection of the entire bid or proposal.

CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

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

C. 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.

D. 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.

D. Renewal of Contract; Services

The ESCNJ may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The ESCNJ may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board. 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.

The ESCNJ is the final authority in awarding renewals of contracts.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The ESCNJ 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 (<https://www.state.nj.us/treasury/revenue/debarment/index.shtml>).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List—Excluded Parties List System—System for Award Management—SAM.gov

PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN N.J.S.A. (18A:18A-49.4)

The ESCNJ, 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 and Public Law 2022, c.3, Prohibited Russia-Belarus Activities —N.J.S.A. 52:32-55 et seq.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25, P.L. 2021, c.4 and P.L. 2022, c.3), any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf . Bidders must review this list prior to completing the certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in Russia or Belarus and/or investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

The ESCNJ has provided within these specifications, a Prohibited Russia-Belarus Activities & Iran Investment Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the ESCNJ, to complete, sign and submit with the proposal. The Prohibited Russia-Belarus Activities & Iran Investment Activities Form is to be completed, certified and submitted prior to the award of contract, preferably with the bid submittal.

Please sign and submit the Disclosure of Investment Activities in Iran form and include with your bid package. This form must be submitted no later than the time of the award of a contract.

PREVAILING WAGES

Where applicable, all vendors must adhere to NJ State Prevailing Wage laws; All subcontractors named in this bid understand the requirements of the subcontractor to pay prevailing wages in full accordance with the law, where applicable.

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

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

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

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

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

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Company _____ Name _____

Signature _____ Title _____

ASSURANCE OF COMPLIANCE – RETURN WITH BID

Contact with Students

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

Anti-Bullying Reporting--Requirement

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

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

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a 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 _____

RETURN WITH BID

Educational Services Commission of New Jersey Business Office

1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

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 _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee²
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

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

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

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

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

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

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

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over 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.**

² N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C. 19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

P.L. 2005, c. 271

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

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

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

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

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

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

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

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

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

c. As used in this section:

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

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

P.L. 2005, c. 271

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

board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

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

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

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

- (3) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;
- (4) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and
- (4) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

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

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

As used in this section:

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

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

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

4. This act shall take effect immediately.

*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 19:44A-20.26.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

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

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

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

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

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

CONTRACT AWARDS AND RENEWALS



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

CONTRACT AMENDMENTS AND EXTENSIONS



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

IF UNABLE TO CERTIFY



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

Part 2: Additional Information

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

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

Part 3: Certification of True and Complete Information

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

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

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

Full Name (Print)		Title	
Signature		Date	

Statement of Suspension or Debarment - RETURN WITH BID

STATE OF NEW JERSEY/ _____
Specify, of other

COUNTY OF _____

I, _____ of the (City, Town, Borough)
of _____ State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm
of _____ the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: _____
(Company Name)

By: _____
(Signature of authorized representative)

Subscribed and sworn to before me

This _____ day of _____, 20 ____

(Seal) Notary Public of New Jersey/
Specify Other State

My Commission expires _____ 20 ____

STATEMENT OF OWNERSHIP DISCLOSURE - RETURN WITH BID

P.S. 5225-24.2 P.L. 1999, c.33, as amended by P.L. 2016, c.43

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

Name of Organization _____
 Organization Address _____
 City, State, ZIP _____

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

- Sole Proprietorship (Skip Parts II and III, execute certification in Part I)
- Non-Profit Corporation (Skip Parts II and III, execute certification in Part I)
- 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 own a 10 percent or greater interest therein, as the case may be. **COMPLETE THE LIST BELOW IN THIS SECTION**

OR

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

Please attach additional sheets if more space is needed

Name of Individual or Business Entity	Home Address (for Individuals) or Business 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 P.S. 5225-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

STATEMENT OF OWNERSHIP DISCLOSURE – continued - RETURN WITH BID

P.S. 5225-24.2 (P.L. 1999, c.33, as amended by P.L. 2016, c.43)

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 **ESCNJ and/or its members** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **ESCNJ and/or its members** to notify the **ESCNJ and/or its members** in writing of any changes to the information contained herein that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **ESCNJ and/or its members** 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.

CERTIFICATE OF AUTHORITY - RETURN WITH BID

All bidders are to submit their Sworn Contractor Certification, a current valid "Certificate of Authority" as issued by the New Jersey Department of Treasury. Reference—N.J.S.A. 18A:7G-37.



CHANGE ORDERS (N.J.A.C. 6A:26-4.9, 4.10 et seq.) (N.J.A.C. 5:30-11.1 et seq.)

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

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

- Emergencies consistent with N.J.S.A. 18A:18A-7;
- Unforeseeable physical conditions; or
- Minor modifications to the project/scope that achieve cost savings, improve service or resolve construction conditions.

Division of Finance (NJDOE) Approval

All other change orders shall be approved by the Division of Finance (NJDOE) when extraordinary circumstances exist such as:

- Change order amounts greater than twenty percent (20%);
- Change orders that eliminate or affect the project scope; or
- Change orders that affect the number, size, configuration, location or use of co-op member spaces.

All contractors are prohibited to perform any change order unless so directed in writing by the Co-op member.

CONTRACTOR TRADE LICENSES - RETURN WITH BID

All bidders are to submit with their proposal all current, valid contractor or trade licenses as issued by the New Jersey Division of Consumer Affairs, for any trade or specialty area the contractor seeks to perform work for this particular proposal.

Sample Contractor Trade License



CONTRACTOR'S REGISTRATION EVIDENCE — "Public Works Contractor Registration Act"

A. Valid Certificate – Receipt of Bid

All Contractors must adhere to the provisions of the Public Works Contractor Registration Act - N.J.S.A. 34:11-56.48 et. seq. The PWCRA requires that *"No contractor shall bid on any contract for public work as defined in N.J.S.A.34:11-56.26 unless the contractor is registered pursuant to this act."* The law requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time the proposal is received by the contracting unit, in this case the ESCNJ.

B. Submission of Certificate – Receipt of Bid; Prior to Award--Mandatory

All bidders are requested to submit with the bid package or prior to the award of contract, a current Public Works Contractor Registration Certificate that was issued prior to the receipt of the bid.

The vendor(s) who is deemed to receive the contract award must submit a copy of the current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Certificate, and if applicable, copies of certifications of all listed subcontractors, prior to the award of contract. **If the successful vendor fails to provide copies of certificates prior to the award of contract, the bid shall be rejected as non-responsive.**

For more information contact:

Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor & Workforce Development
PO Box 389
Trenton, New Jersey 08625-0389
Tel: 609-292-9464
Fax: 609-633-8591
E-mail: wage.hour@dol.nj.gov
Web site: lwd.dol.state.nj.us/labor/wagehour/content/contact_us.html

PRE-QUALIFICATION OF BIDDERS

A. DPMC Prequalification-- Pursuant to N.J.S.A. 18A:18A-26, 27 et seq., all Bidders on any contract for public works which the entire cost of the contract exceeds \$20,000, must be pre-qualified by the Department of Treasury, Division of Property Management and Construction, as to charter and amount of public work on which they may submit bids. No person shall be qualified to bid on any public work contract with the Commission if he has not submitted a statement to the Department of Treasury, Division of Property Management and Construction which fully develops the financial ability, adequacy of plant and equipment, organization and prior experience of the prospective bidder, and such other pertinent and material facts, within a period of one year preceding the date of opening of the bids for such contract.

NJSDA Prequalification--- Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2, shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:7G-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

Maintenance Projects—Contractors are reminded that maintenance projects solely to achieve the design life of a school facility and routine maintenance do not constitute a school facility project and therefore NJSDA prequalification is not a requirement. Reference N.J.A.C. 6A:26-1.2002E

B. Prequalification Affidavit--No Material Adverse Change

Every pre-qualified Bidder must submit with his proposal, a notarized affidavit setting forth the type of work and the amount of work for which he has been qualified, that there has been no material adverse change in his qualification information, the total amount of completed work on contracts at the time and date of the classification. **Any bid not including a copy of this affidavit shall be rejected as being non-responsive to bid requirements.** (N.J.S.A. 18A:18A-32)

C. Bidders shall furnish satisfactory evidence that he and his subcontractors have sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. A subcontractor listing and bidder's personnel and experience sheet shall be submitted to the ESCNJ as part of the bidding documents. Where the Bidder intends to subcontract any portion of the project, the cost of which will exceed \$20,000.00, the sub-contractor shall be pre-qualified to perform the work and the bidder shall submit the requisite documentation pertaining to the sub-contractor in accordance with Paragraphs A and B above. The ESCNJ may make such additional investigations as it deems necessary to determine the ability, competence and financial responsibility of the bidder to perform their work. The bidder shall furnish the ESCNJ with the information and data for this purpose upon request. The ESCNJ reserves the right to reject any bid if the information fails to establish to the ESCNJ's satisfaction that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated here.

D. **Notice of Classification**--(For Contracts Exceeding \$20,000) N.J.S.A. 18A:18A-26 et seq., N.J.S.A. 52:35-1 et seq.

Each Bidder shall submit with his/her bid a copy of a valid and active Notice of Classification letter issued by the Department of Treasury, Division of Property Management and Construction as appropriate to the nature of the bid. **Any bid submitted to the ESCNJ under the terms of New Jersey Statutes not including a copy of a valid and active classification letter shall be rejected as being non-responsive to bid requirements.**

"The Co-op member, through its authorized agent, shall upon completion of the contract report to the State agency listed on the pre-qualification/classification letter as to the contractor's performance and shall furnish such report from time to time during performance if the contractor is then in default".

E. **Uncompleted Contracts**--(For Contracts Exceeding \$20,000) - N.J.A.C. 17:19-2.13(a)

The ESCNJ also requires that each bidder submit with his bid a certified Total Amount of Uncompleted Contracts form as prescribed by code. (Form DPMC 701). **Failure to submit this document will result in the rejection of the bid as being non-responsive.**

PREVAILING WAGES: CONSTRUCTION, ALTERATIONS, REPAIRS

The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable wage rates by County as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56:25, is hereby made a part of these Contract Documents. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed at https://www.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html <http://lwd.dol.state.nj.us/http://lwd.dol.state.nj.us/>, the Prevailing Wages Determination Section.

- **Compliance with New Jersey Prevailing Wage Act**

Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

- **Certified Payrolls**

Contractor agrees to submit to the Co-op member a certified payroll for each payroll period within ten (10) days of the payment of wages. Contractor further agrees that no payments will be made to the Contractor if certified payrolls are not received. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

- **Submission of Affidavit**

Before final payment, the contractor shall furnish the co-op member with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

- **Posting of Prevailing Wages**

The contractor shall post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and in such place or places as used to pay workers their wages. (Reference 18A:7G-23 and N.J.S.A 34:11-56.32.)

- **Prevailing Wages Certification—Submission with Bid**

The bidder shall submit a Prevailing Wages Certification with its bid package.

- **Non-compliance Statement**

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or co-op member may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

EQUIPMENT CERTIFICATION (N.J.S.A. 18A:18A-23)

Each Bidder shall provide a certification showing that he/she owns, leases or controls all the necessary equipment required by the specifications. If the Bidder is not the actual owner or lessee of any such equipment, he/she shall submit a certificate stating the source from which the equipment will be obtained and shall obtain a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

The certificates are to be submitted with the bid. If the contract involves the installation of a manufactured system which requires the contractor to have special knowledge or training, or to be specifically certified by the manufacturer to install their system, this form is used to submit such required evidence of the bidder's approval from the manufacturer.

SUBCONTRACTING: ASSIGNMENT OF CONTRACT - RETURN WITH BID

Contractors, services providers, and all vendors with whom the ESCNJ has an executed contract, may not subcontract any part of any work done or assign any part of the contract for goods or materials for ESCNJ and Co-op members without first receiving written permission from the ESCNJ. Awarded vendors may add additional subcontractors after submitting the proper paperwork and upon approval from the ESCNJ. Under no condition will any work specified be subcontracted without the ESCNJ's prior written approval. **Failure to adhere to this requirement may result in revocation of a contract.**

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The ESCNJ must approve all subcontractors and will require the following documents to be secured from all approved subcontractors:

- Affirmative Action Evidence – Construction type contracts
- Americans with Disabilities Act of 1990
- Assurance of Compliance
- Certificate of Authority
- Certifications and Licenses as applicable
- Contractor's Registration Certificate (Public Works)
- Disclosure of Investment Activities in Iran
- Equipment Certification
- Insurance Certificate as outlined in the bid specifications;
- New Jersey Business Registration Certificate
- New Jersey School Development Authority Prequalification
- Notice of Classification Form (DPMC)
- Political Contribution Disclosure Form
- Prequalification Affidavit--No Material Adverse Change
- Prevailing Wages Compliance Certification
- Statement of Ownership (Ownership Disclosure Certification)
- Statement of Suspension or Debarment
- Subcontracting Assignments
- Sworn Contractor's Disclosure
- Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
- Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

SUBCONTRACTING: ASSIGNMENT OF CONTRACT-continued

In cases of subcontracting, the Co-op member shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Co-op member shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for nonpayment to subcontractors. Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors. All vendors are responsible for submitting subcontractor documentation.

Penalties – Unauthorized Subcontractors

The Co-op member may deduct the amount of \$1,000.00 (one thousand dollars) per day as a penalty, for each day a prime contractor uses a subcontractor without first receiving **written** permission as required.

Subcontractor Disclosure Statement

If the bidder intends to subcontract any work, please submit the completed **Subcontractor Disclosure Statement found in this bid document.**

SWORN CONTRACTOR CERTIFICATION – (Bidder’s Certification)

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials. **Failure to complete, sign and submit the certification may lead to the bid being rejected.**

**AFFIRMATIVE ACTION—Construction Contracts—Acknowledgement –
RETURN WITH BID**

The undersigned acknowledges and agrees to comply with the following:

AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS—EEO

The construction contractor shall complete and submit an Initial Project Workforce Report, **Form AA-201** listing their entire work force and all employees that may be used for any jobs under this ESCNJ Co-op contract with their bid submission. Proper completion and submission of this Report shall constitute evidence of the contractor’s compliance with the regulations. Failure to submit this form may result in the contract being terminated. The awarded contractor(s) shall also complete and submit an Initial Project Workforce Report, **Form AA-201** to the owner before the start of any job entered into under this contract. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and to the owner’s Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B. If awarded a contract, your company/firm will be required to comply with the above requirements.

Contractors and vendors are to familiarize themselves with the following document:

Vendor/Contractor Guidelines for Awarded Public Contracts

The document may be obtained from the New Jersey Division of Purchase and Property, Contract Compliance and Audit Unit, Equal Employment Opportunity (EEO) Program website or by visiting the following link:

https://www.nj.gov/treasury/contract_compliance/https://www.state.nj.us/treasury/contract_compliance/pdf/vc.pdf

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ **Date** _____

EXHIBIT B - RETURN WITH BID
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION 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 or workers' representative of the contractor's commitments under this act 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) EXHIBIT B - RETURN WITH BID
(C) MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(D) N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
(E) N.J.A.C. 17:27-1.1 et seq.
(F) CONSTRUCTION CONTRACTS-continued

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

EXHIBIT B (Continued)

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and

EXHIBIT B - RETURN WITH BID
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS-continued

trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. (Revised: January, 2016)

Company _____

Signature _____

Name _____

Title _____

Sample-AA201

FORM AA-201
Revised 11/11

STATE OF NEW JERSEY
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment _____

Code _____

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER	2. CONTRACTOR ID NUMBER	5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: Address:			
3. NAME AND ADDRESS OF PRIME CONTRACTOR (Name) (Street Address)		CONTRACT NUMBER		DATE OF AWARD	DOLLAR AMOUNT OF AWARD
(City) (State) (Zip Code)		6. NAME AND ADDRESS OF PROJECT Name: Address:		7. PROJECT NUMBER	
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []		COUNTY		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/>	
9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES		PROJECTED PHASE - IN DATE
	MALE FEMALE		MALE FEMALE		PROJECTED COMPLETION DATE
	J AP	J AP	J AP	J AP	
1. ASBESTOS WORKER					
2. BRICKLAYER OR MASON					
3. CARPENTER					
4. ELECTRICIAN					
5. GLAZIER					
6. HVAC MECHANIC					
7. IRONWORKER					
8. OPERATING ENGINEER					
9. PAINTER					
10. PLUMBER					
11. ROOFER					
12. SHEET METAL WORKER					
13. SPRINKLER FITTER					
14. STEAMFITTER					
15. SURVEYOR					
16. TILER					
17. TRUCK DRIVER					
18. LABORER					
19. OTHER					
20. OTHER					

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

**INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT
WORKFORCE REPORT – CONSTRUCTION (AA201)**

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journey worker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior to signing the contract.

**THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING
THE CONTRACT AND FORWARD A COPY TO:**

**NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550**

EQUIPMENT CERTIFICATION - RETURN WITH BID

In accordance with N.J.S.A. 18A:18A-23, I hereby certify that

A) _____ owns all the necessary equipment as required by the
Name of Company
specifications and to complete the specified public work project.

or

B) _____ leases or controls all the necessary equipment as
required
Name of Company
by the specifications and to complete the specified public work project.

PLEASE NOTE: If your company is not the actual owner of the equipment, **you shall submit with the bid:**

1. A certificate stating the source from which the equipment will be obtained and
2. Obtain and submit with the bid a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time it may be necessary for the completion of that portion of the contract for which said equipment will be necessary.

Name of Company _____

Authorized Agent

Title _____

Authorized Signature _____

PRE-QUALIFICATION AFFIDAVIT—NO MATERIAL ADVERSE CHANGE - RETURN WITH BID

The below affidavit must be submitted with your bid for projects over \$20,000.00 pursuant to N.J.S.A. 18A:18A-32:

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:

No Material Adverse Change in Qualification

I am _____ (*Position in Company*), and the bidder for the above named project. The answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required (N.J.S.A. 18A:18A-32 et seq.) as amended, except as set forth herewith. I further certify that there is not now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current limits.

Notice of Classification (DPMC 27)

_____ (*Name of Company*) is classified by the State of New Jersey pursuant to N.J.S.A. 52:35-1 et seq. This Classification became effective (Date).

Type of Contract/Trade Classified: _____

Classification Approved Amount \$ _____

A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Property Management and Construction has been submitted with this bid.

Total Amount of Uncompleted Contracts (DPMC 701)

The total amount of uncompleted work is \$ _____ as of _____ (Date).

A copy of the company's Total Amount of Uncompleted Contracts form is required to be submitted with the bid.

NJSDA Prequalification

The _____ (Name of Company), pursuant to N.J.S.A.18A:7G-33, is prequalified with the NJSDA on contracts for "school facilities" projects as defined by code. NJSDA prequalification is not a requirement for maintenance projects.

Signature of Authorized Representative **Date**

Sworn and subscribed to before me this _____ day of _____ in the Year __

Signature of Notary **Print Name of Notary**

My Commission Expires: _____
Month Day Year

SEAL

PREVAILING WAGES COMPLIANCE CERTIFICATION - RETURN WITH BID

It is the determination of the ESCNJ that this is a public works project that in total will exceed \$2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25 et seq.

CERTIFICATION

1. I certify that our company understands that this project of the ESCNJ or its Co-op members requires prevailing wages to be paid in full accordance with the law.
2. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay prevailing wages in full accordance with the law.

Non-compliance Statement

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or its members may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor and Workforce Development

Has the bidder or any person having an “interest” with the bidder, been notified by the New Jersey Department of Labor and Workforce Development by notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wage Act within the last five (5) years?

* Yes _____ No _____

*If yes, please attach a signed document explaining any/or all administrative proceedings with the Department within the last five (5) years. Please include any pending administrative proceedings with the Department if any.

Submission of Certified Payroll Records

All certified payroll records are to be submitted to the member/person who is coordinating the activities for the project.

Name of Company: _____

Authorized Agent: _____

Title of Authorized Agent: _____

Authorized Signature: _____

SUBCONTRACTOR'S DISCLOSURE FORM - RETURN WITH BID

If the bidder **will** subcontract any part of their services /installation award, the bidder **must** do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for _____

Name of Subcontracting Company _____

Address _____

City, State, Zip _____

Telephone _____ Fax _____

E-Mail _____ FEIN No _____

Authorized Agent _____ Title _____

Certification of Equipment

The _____ hereby certifies the above named

Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Authorized Agent (Print)—Bidder

Signature of Authorized Agent—Bidder

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

SUBCONTRACTOR'S DISCLOSURE FORM (Continued) - **RETURN WITH BID**

If the bidder **will** subcontract any part of their services /installation award, the bidder **must** do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for Other _____
Name of Subcontracting Company _____
Address _____
City, State, Zip _____
Telephone _____ Fax _____
E-Mail _____ FEIN No _____
Authorized Agent _____ Title _____

Certification of Equipment

The _____ hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Authorized Agent (Print)—Bidder

Signature of Authorized Agent—Bidder

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

Sworn Contractor Certification; Qualifications and Credentials
(Bidder's Certification) - [RETURN WITH BID](#)

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials.

I _____ the principal owner or officer of the company certify that the forgoing statements are true and our firm has the following qualifications and credentials:

1. A current, valid certificate of registration issued pursuant to "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56:48 et seq. A copy of which is submitted with its bid;
2. A current, valid Certificate of Authority to perform work in New Jersey issued by the Department of Treasury, a copy of which is submitted with its bid;
3. A current valid contractor trade license required under applicable New Jersey Law for any specialty trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with its bid;
4. During the term of the project, I as principal owner or officer of the company or corporation, as contractor, will have in place a suitable quality control and quality assurance program and appropriate safety and health plan.
5. Certify that, at the time of bidding, the amount of the bid proposal and value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit.

Name of Company _____

Name of Owner or Officer _____

Signature of Owner or Officer _____

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

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commission expires _____
Month Day Year

-SEAL-



RETURN WITH BID

State of New Jersey

**DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0034**

REPLY TO ☐
TEL ☐609☐943-3400
☐☐☐☐609☐292-☐651

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the ESCNJ.) I certify that the amount of uncompleted work on contracts is \$_____.

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.



Name of Firm

Signature

Title

Address

Phone

Sworn to and Subscribed before me

This day _____ of _____ 20____

Notary Public

DPMC 701 (3/15)

Vendor Contact Form - RETURN WITH BID

This page should be included in your electronic file in Word format

so that we can copy and paste into our website.

Please do not handwrite the information; type it in.

If you are awarded a contract with the ESCNJ, we will post this contact sheet on our website for members to contact. Please complete and include with your bid package. List the individual(s) who will be best equipped to handle calls from our 1,300+ members and have knowledge of your award.

Bid	Title of Bid: _____ Bid # _____
Vendor	
Representative	
Address	
Telephone #	
Fax #	
Email	
Website	

NEW JERSEY REQUIRED DOCUMENTS CHECKLIST – RETURN WITH BID

1.	Affirmative Action Construction Contracts Acknowledgement and Total Work Force/Employee AA201 (for Public Works contracts)	16.	NJ School Development Authority Prequalification (for Public Works contracts)
2.	Affirmative Action Questionnaire and supported documentation (current CEIR)	17.	Non-Collusion Affidavit Notarized and Sealed
3.	Americans with Disabilities Act of 1990	18.	Pre-Qualification Affidavit (Projects over \$20,000 in accordance with N.J.S.A. 18A:18A-26 et. seq.)
4.	Assurance of Compliance	19.	Prevailing Wage Certification (for Public Works contracts)
5.	Certificate of Authority	20.	Request for Clarifications Form
6.	Certificate of Insurance with the Educational Services Commission of New Jersey named as the certificate holder with Bid Title and Bid # (Upon award)	21.	Respondent Comment Form – Optional
7.	Chapter 271 Political Contribution Disclosure Form	22.	Statement of Ownership (Ownership Disclosure Certification)
8.	Dealer/Subcontractor Documents if applicable	23.	Statement of Suspension or Debarment Notarized & Sealed
9.	Disclosure of Investment Activities in Iran Form (for Public Works contracts)	24.	Sub-contractor’s Disclosure Form(s)
10.	DPMC Notice of Classification Form	25.	Sworn Contractor Certification; Qualifications and Credentials (for Public Works contracts)
11.	Equipment Certification	26.	Total Amount of Uncompleted Contracts Form-Certified (DPMC Form 701) (for Public Works contracts)
12.	Exhibit B Mandatory Equal Employment Opportunity Language Construction Contracts	27.	Vendor Contact Form
13.	Licenses	28.	W-9 Form
14.	New Jersey Business Registration Certificate ** (Received no later than the time of award)		
15.	New Jersey Public Works Contractor Certificate (for Public Works contracts)		

Signature: _____

Please sign above indicating that you have included all of the required New Jersey documents on this checklist and return this checklist with your bid package.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

SS:

COUNTY OF _____

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

I am _____ of the _____
Title Name of Company

I am the respondent making the Proposal for this contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential respondents, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Educational Services Commission of New Jersey relies upon the truth of all 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



MOTZ

Part D - Questionnaire - The Motz Group



Part D - Questionnaire

AEPA 024-A

NATURAL & SYNTHETIC SURFACES FOR SPORTS FIELDS, TRACKS, COURTS, PLAYGROUND & LANDSCAPING APPLICATIONS

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled ***“Part D – Questionnaire – Name of Company”***.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Name of Company: The Motz Group, LLC.

Company Address: 1 Motz Way

City, State, zip code: Cincinnati, OH 45244

Website: www.themotzgroup.com

Contact Person: Zachary D. Burns

Title: CEO

Phone: 513-533-6452

Email: zburns@themotzgroup.com

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.

This business is a: public company X privately owned company

In what year was this business started under its present name? 1977

Under what additional, or, former name(s) has your business operated? _____

Is this business a corporation? X No Yes. If yes, complete the following:

Date of Incorporation: _____

State of Incorporation: _____

Name of President: _____

Name(s) of Vice President(s): _____

Name of Treasurer: _____

Name of Secretary: _____

Is this business a partnership? X No Yes. If yes, complete the following:

Date of Partnership: _____

State Founded: _____

Type of Partnership, if applicable: _____

Name(s) of General Partner(s): _____

Is this business individually owned? X No Yes. If yes, complete the following:

Date of Purchase: _____

State Founded: _____

Name of Owner/Operator: _____

Is this business different from those identified above? No X Yes

If yes, describe the company's format, year and state of origin and names and titles of the principles below.
Please see the additional document attached.

Is this business women-owned? X No Yes
 Is this business minority-owned? X No Yes
 Does this business have an Affirmative Action plan/statement? X No Yes

Business Headquarter Location

Business Address 1 Motz Way
City, State, zip code Cincinnati, OH 45244
Phone 513-533-6452
How long at this address? 1 Year

Business Branch Location(s)

Branch Address 12955 York Delta Dr., Unit M
City, State, zip code North Royalton, OH 44133
Branch Address _____
City, State, zip code _____
Branch Address _____
City, State, zip code _____
Branch Address _____
City, State, zip code _____

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies	27,729,245	33,310,976	28,721,649
Higher Education Institutions	6,204,938	8,115,662	1,679,941
Counties, Cities, Townships, Villages	2,047,988	1,626,333	219,149
States	0	0	0
Other Public Sector & Non-profits	403,071	2,055,102	5,187,290
Private Sector	7,062,131	3,640,374	2,817,287
Total	43,447,373	48,748,447	38,625,316

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies	28,261,943	33,808,603	29,167,756
Higher Education Institutions	6,296,596	8,228,982	1,775,985
Counties, Cities, Townships, Villages	2,081,108	1,669,333	239,049
States	0	0	0
Other Public Sector & Non-profits	421,821	2,077,827	5,213,240
Private Sector	7,092,681	3,704,202	2,859,387
Total	44,154,149	49,488,947	39,255,417

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Zach Burns	CEO	513-533-6452	zburns@themotzgroup.com
Sales Manager	Chris Larbes	Director of Sales	513-533-6452	clarbes@themotzgroup.com
Marketing Manager	Sarah Shewmaker	Director of Marketing	513-533-6452	sshewmaker@themotzgroup.com
Customer & Support Manager	Sarah Shewmaker	Director of Marketing	513-533-6452	sshewmaker@themotzgroup.com
Distributors, Dealers, Installers, Sales Reps	Stephen Torbeck Tyce Rupert Eric Nerl Hunter Meece Alan Wolf	Field Consultant	513-533-6452	storbeck@themotzgroup.com trupert@themotzgroup.com enerl@themotzgroup.com hmeece@themotzgroup.com awolf@themotzgroup.com
Consultants & Trainers	Allen Verdin	Director of Project Management	513-533-6452	averdin@themotzgroup.com
Technical, Maintenance & Support Services	Nicholas Maynard	Director of Services	513-533-6452	nmaynard@themotzgroup.com
Quotes, Invoicing & Payments	Julie Shelton	Staff Accountant	513-533-6452	jshelton@themotzgroup.com
Warranty & After the Sale	Chris Larbes	Director of Sales	513-533-6452	clarbes@themotzgroup.com
Financial Manager	Mike Ferraro	CFO	513-533-6452	mferraro@themotzgroup.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
2	Cincinnati	OH
1	Columbus	OH
1	Dayton	OH
1	Cleveland	OH

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

The Motz Group has and will continue to have regular training of staff. Motz conducts a bi-annual sales summit where the entire sales and marketing staff comes together for cross training and new training of products and approaches. It is here that we will have dedicated efforts around AEPA. Along with the twice a year training, every new salesperson will go through a distinct training program on how to procure a product through the AEPA and its benefits to the owner.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

If awarded The Motz Group will continue to operate as the leading synthetic turf provider in the Midwest with a national reach in natural grass sport field construction as it has under previous award by servicing, all 29 states with an emphasis around our core region. Our sales force through regionally focused has national resources and ability to meet any demand in the national marketplace.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

The Motz Group offers a suite of synthetic turf products, natural grass solutions, running tracks, field and track maintenance services and synthetic turf infill products to the marketplace. The Motz Group prides itself in offering customizable solutions to fit the needs of all potential customers and applications.

Provide a detailed description of how your products shall be installed.

The Motz Group is a self-performing turnkey sports field construction company. We proudly employ our in-house installation teams on synthetic and natural solutions. Motz also partners with vetted local subcontractors to support the local communities.

Describe how your company will adhere to the minimum standards and requirements as outlined in Part B for the category or categories you are submitting a response(s)

The Motz Group will continue to exceed standards and requirements as it has over the past awarded contracts. As a leader in sports field construction, our products are subject to the highest level of testing performed through our manufacturing partner in Shaw industries. All of our products are trialed and tested to exceed minimum requirements as outlined in Part B and often our warranty/guarantees set much higher standards. This is all overseen by dedicated quality assurance folks internally and through our manufacturing partner, Shaw.

Distribution

Describe how your company proposes to provide, based upon the category(s), the products and services nationwide, regionally, or at the local level.

The Motz Group will continue to be a self-performing turnkey sports field construction company. Our team of synthetic, natural, products and maintenance spans the continental US and consists of 100+ employee owners. This reach provides boots on the ground and market expertise to perform our services locally, regionally and nationwide.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
Headquarters	Cincinnati	Ohio
Regional Support Center	Cleveland	Ohio
Regional Support Center	Indianapolis	Indiana

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

The Motz Group thoroughly vets subcontractors, distributors, installers and other independent services by gaining an understanding of their individual company profiles. We request resumes for the business, resumes for the decision makers of those businesses, we verify insurances and company safety policies, we request review of their quality control and quality assurance programs, we request that they provide references, and we reach out to those references and visit past work they have completed. Additionally, we verify their financial health and ability to manage cash flows appropriately for construction activities. The Motz Group works diligently to provide our customers with the best possible products and systems, ensuring that all team members used on projects maintain the ability to deliver in the same meticulous manner.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in the solicitation categories for the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

The Motz Group is a self-performing turnkey sports field construction company. Many of our projects are in public communities where suppliers, vendors, etc...are very much local and thus do not travel. We work to support the local community and economies in which we do work. If it is work, we do not self-perform we work diligently to include local workforces for those scopes. If there is other work onsite that is to occur as has been done successfully for the past three years on other work performed under our AEPA contract, it will be done as described above.

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

The Motz Group in the past, has completed projects with both small or MWBE businesses. When desired, The Motz Group follows a standard good faith effort format where we solicit pricing from subcontractors and vendors through email and phone calls. We will work with the subcontractor to ensure that they have the necessary knowledge and workforce to complete the work that we are asking them to perform as part of the project.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

When able, The Motz Group looks to utilize local contractors to help support the project. It is a common practice for our sales team to ask the Owner if they have any local contractors or vendors who they think would be interested in pricing scopes of work for the project. We work with these contractors and vendors on explaining the scope of work that we are asking them to price, along with providing any other support they might need during the process. This would include providing takeoffs on quantities, estimated man hours, etc.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Due to the special nature of The Motz Groups work, we currently do not have a product or service offering that is specific to small business or MWBE business. When requested, The Motz Group completes a good faith effort of vetting and requesting pricing from business that would meet this designation.

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Sarah Shewmaker	Director of Marketing	513-533-6452	sshewmaker@themotzgroup.com

Describe how this business marketed its products and services to schools, governmental, nonprofit organizations, and other public sector entities in Fiscal Year 2022– 2023 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

The Motz Group is an employee-owned, highly experienced sports field construction group with surfaces around the globe. Through our rich 45+-year history, we have developed lasting relationships and partnerships both nationally and internationally. It is through that network that our marketing efforts are centered. Here in the States, Motz is a leading provider of synthetic turf sports fields in the Midwest and an established high-performance natural grass field builder across the nation. When educational facilities or municipalities are looking to install a winning field, they know our name is synonymous with impeccable craftsmanship and service through hundreds of proven installations and client referrals. On a more proactive approach, our growing sales and marketing team has a long history of experience within our respective industry. Our expertise stretches from professional and licensed designers, experienced tradespeople, certified field builders, and highly skilled technicians that put us at the forefront of any conversation related to sports fields. Through our active approach to marketing and lead development, our committed Field Consultants are trained in finding and developing business within each region/market that we operate. It is there that confidential tools and actions are leveraged to position The Motz Group ahead of other industry competitors. Motz’s approach in the U.S. is twofold. While we spend a lot of resources pursuing and engaging leads directly, we are also a trusted resource nationally for athletic field construction. Our employees have been selected and requested to provide content and/or speak at regional, state, and national conferences and seminars. In addition to presenting and speaking, The Motz Group participates in many conferences, conventions, and exhibits. Yearly, The Motz Group contributes in a minimum of 25 events, including but not limited to, state athletic directors, state school board, state business officials, state coaches (football, baseball, soccer, etc.), national industry conventions including the American Sports Builders Association (ASBA), Sports Field Management Association (SFMA), Synthetic Turf Council (STC), National Interscholastic Athletic Administrators Association (NIAAA), National Association of Collegiate Directors of Athletics (NACDA), and many more. In addition, Motz hosts educational seminars that include both in-person and digital forums.

Describe how your company will market the resulting contract to eligible AEPA Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

The Motz Group is committed to partnering with AEPA to provide an environment that allows members to purchase with ease and confidence. Our team has always held our partnership with AEPA and member states in the highest regard and will continue to do so with great pride for years to come. With Motz, members can rest assured that they are getting the highest level of customer service combined with a quality-built sports field that will serve them season after season.

As an approved vendor of AEPA, Motz will collaborate with each member agency to further promote the program’s benefits in their respective region. We will provide custom collateral highlighting Motz and our services co-branded to their agency, providing electronic versions and printed copies. We will leverage existing AEPA secured projects as case studies and testimonials to spread the word on the ease of use and many benefits this partnership brings. We will gladly do sports turf presentations at agency educational sessions on our products and services, as well as provide information on the process to procure through AEPA at our own prospective and existing customer presentations. We will continue to feature AEPA on our national website and showcase AEPA agency literature at all industry related trade show booths and events. We will happily accommodate custom marketing requests by member agencies and work to co-promote in the ways that respective state or government agency prefers.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent’s website.

See attached marketing plan

Environmental Initiatives

Describe how your products and/or services support environmental goals.

Our synthetic turf products are developed with state of the art, US made and engineered virgin products to ensure maximum quality and long term performance. Our ability to use recycled materials as part of the infill for the synthetic surface, allows us to save millions of pounds of material from going to a landfill. Additionally, when the field reaches time for replacement and/or the infill no longer useable, we can and have fully recycled synthetic turf fields and prevented the materials from being disposed of by means of a landfill. Our fields have been removed and put into products like plastic pallets, benches, pots, lumber, other infill, etc.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

All of our turf is Cradle to Cradle certified. Safeshell is a component of NaturalPlay infill which is part of Shaw’s Cradle to Cradle turf system. Safeshell has also been certified as a bio-preferred product.

Describe the business’s “green” objectives (i.e. LEED, reducing footprint, etc.).

We employ LEED Accredited Professionals who evaluate our processes on a daily basis to ensure best practice. Our staff works with other professional designers in developing the best possible solution during a project to help reduce water use, decrease heat island effect, provide regional products to ease transportation and pollution, maximize reuse and provide an overall plan for every project.

Describe what percentage of your offering is environmentally preferable and what are your company’s plans to improve this offering.

Turf: 100% of our turf products are Cradle to Cradle certified. Pad: 100% of our preferred shock pads are generated from waste foam or recycled carpet and turf materials. Infill: 100% of the crumb rubber infill we use is made from used car tires. Safeshell is made from walnut shells which is a byproduct of an agricultural process. We are actively informing our customers about the “zero waste” option for their projects.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

Motz is a full-service sports field provider offering an array of expertise in both synthetic and high-performance natural grass, as well as maintenance for turf and running tracks. Here are a few notable features:

GAME ON – Motz offers GAME ON, a game-changing innovation for synthetic turf fields, that brings enhanced design capabilities for extreme brand exposure and reduces seams for an overall elevated experience for owners, athletes, and fans.

Zero Waste – Motz offers an industry leading zero waste process for synthetic turf field construction that helps

support sustainability goals and move the needle towards a more environmentally responsible approach.

Track Cleaning – Motz provides athletic facility owners with full-service running track maintenance, including cleaning solutions and repair services that improve the look and revive the condition of your surface with speed and efficiency.

Field Maintenance - Motz offers a comprehensive, annual 5-step maintenance program that includes repairs, cleaning, maintaining, and testing a turf system, and then provides recommendations for optimal field conditions.

Progressive Infills – In addition to standard crumb rubber sand infill, Motz offers two innovative turf infills that reflect durability and performance while being low maintenance, safe, and earth-friendly.

- Envirofill is the industry’s leading, high-performance infill. It offers unparalleled health and safety advantages for people, pets, and playgrounds, and is also lusher and longer lasting than other turf infill options. With many benefits and proven results, Envirofill is sure to take a synthetic turf field to the next level.

- Safeshell & Safeshell SmoothPlay make up our nontoxic, organic infill line-up that come from 100% USA-grown walnut shells. They give you everything you love about a natural infill, while not compromising on safety, integrity, or quality. They are low-maintenance, long-lasting, and remarkably safe for people, pets, and the environment—a total game-changer for synthetic turf systems.

If applicable, describe your company’s ability to integrate into other ecommerce sites:

1. Include details about your company’s ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
2. Provide detail on where your company has integrated with a public agency’s ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, “go live” date, net sales per calendar year since “go live”, and percentage of agency sales being processed through this connection.

While we do not currently offer ecommerce on our company website, if given the opportunity as an AEPA vendor, we would gladly work with a member state agency to provide assets, copy, and any other needed materials to a 3rd party to accommodate an ecommerce request when applicable.

Disclosures

Legal: Does this business have legal actions currently filed against it? **X** **No** **Yes**

If **Yes**, **AN ATTACHMENT IS REQUIRED**: List and explain current actions, such as, Federal Debarment (on US General Services Administration’s “Excluded Parties List”), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

References

Provide contact information of your business’s five largest public agency customers.

Agency	Name	Title	Phone Number	Email
1. Berliner Sports Park	Jack Castle	Parks Supervisor	614-645-3366	jrcastle@columbus.gov
2. University of Cincinnati	Andre Seoldo	Assistant AD - Facilities	513-556-2170	Andre.seoldo@uc.edu

3. City of Cleveland	James Mcknight	Senior Landscape Architect	216-664-3656	jmcknight@city.cleveland.oh.us
4. Grand Park Sports Campus	Matt Trnian	Director	317-417-1742	mtrnian@westfield.in.gov
5. Fort Wayne Community Schools	Darren Hess	Facilities Director	260-467-2073	Darren.hess@fwcs.k12.in.us

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: Each Category is divided into 8 Regions and a bidder will need to bid on a minimum of one (1) Category and one (1) Region to be considered for an award.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes		<u>X</u>	
Colorado	Yes		<u>X</u>	
Connecticut	Yes		<u>X</u>	
Florida	Yes	<u>X</u>	<u>X</u>	
Georgia	Yes		<u>X</u>	
Illinois	No		<u>X</u>	
Indiana	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Iowa	Yes		<u>X</u>	
Kansas	Yes		<u>X</u>	
Kentucky	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Massachusetts	No		<u>X</u>	
Michigan	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Minnesota	Yes		<u>X</u>	
Missouri	Yes		<u>X</u>	
Montana	Yes		<u>X</u>	
Nebraska	Yes		<u>X</u>	
New Jersey	Yes		<u>X</u>	
New Mexico	Yes		<u>X</u>	
North Dakota	Yes		<u>X</u>	
Ohio	Yes	<u>X</u>	<u>X</u>	<u>X</u>
Oregon	Yes		<u>X</u>	
Pennsylvania	Undecided	<u>X</u>	<u>X</u>	<u>X</u>
South Carolina	Yes		<u>X</u>	
Texas	Yes		<u>X</u>	
Virginia	Undecided		<u>X</u>	
Washington	Yes		<u>X</u>	
West Virginia	Undecided	<u>X</u>	<u>X</u>	<u>X</u>
Wisconsin	Yes		<u>X</u>	
Wyoming	Yes		<u>X</u>	

e-Commerce: Does this business have an e-commerce website? _____ **No** X **Yes**

If YES, what is the website? www.themotzgroup.com

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? _____ **No** X **Yes**

Does this business have a toll-free customers support phone option?	_____	No	_____	Yes
	_____	No	_____	Yes

State your normal delivery time (in days) and any options for expediting delivery.
 Our delivery time on average is four (4) to six (6) weeks depending on the product specifications. We have a great partnership with our vendor and provide them with forecasting needs to ensure on-time delivery of materials. In most cases we can communicate and work with our vendor if we have a need to expedite delivery.

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?
 Typically, we place orders with our vendor(s) as soon as project submittals have been approved regardless of material/item(s) being in stock/available. Most of our turf is custom ordered, some are stocked products. Once ordered, we have weekly check-ins with our vendors to ensure material is available and will meet our deadlines. Typically, we do not cancel orders and require re-ordering if items are backordered, we continue to communicate with our vendors and customers on availability.

Describe your company's payment terms as well as any quick pay discounts. Does your company take ACH transactions?
 Net 30. ACH is accepted.

State your company's return policy and any applicable restocking fees.
 We do not have a return policy on material once the order has been placed and material manufactured due to the material being a custom ordered product.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.
 Our material procurement process allows us to work closely with our vendor/manufacturer. Through established weekly check-ins and shared access to forecasting, ordering, and manufacturing documents which allows both us and the manufacturer to receive notifications on changes.

Pricing

Is your pricing methodology guaranteed for the term of the contract?	_____	No	_____	Yes
Will you offer customized price lists to participating entities as required per the pricing terms of Part A?	_____	No	_____	Yes
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	_____	No	_____	Yes
Will you offer volume price discounts as described in the pricing terms of Part A?	_____	No	_____	Yes

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume?	_____	No	_____	Yes
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Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

X Pricing is LESS THAN individual customer and/or cooperatives. Lower by 1 %

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? No Yes

If YES, identify which cooperative and the respective expiration date(s).

TIPS – The Interlocal Purchasing System

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

Would lead with AEPA

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
X	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer Municipal Lease Financing arrangements No Yes under this solicitation?

If Yes, please indicate how the rate factor is determined and other cost factors below.

[Click or tap here to enter text.](#)

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	

5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in and/or support AEPA's attendance at national conference trade shows to promote the AEPA contract.	X	
9. Commit to a goal of increasing sales of the AEPA contract over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

1. Mark "No" or "Yes" with an "X" below.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

X	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception

Deviations

Instructions:

1. Mark “No” or “Yes” with an “X” below.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

X	No , this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes , this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation



MOTZ

Part E - Signature Forms - The Motz Group

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEP and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

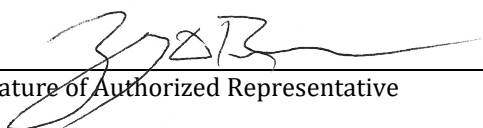
Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	YES	ZTB
2. Termination for Cause of Convenience	YES	ZTB
3. Equal Employment Opportunity	YES	ZTB
4. Davis-Bacon Act	YES	ZTB
5. Contract Work Hours and Safety Standards Act	YES	ZTB
6. Right to Inventions Made Under a Contract or Agreement	YES	ZTB
7. Clean Air Act and Federal Water Pollution Control Act	YES	ZTB
8. Debarment and Suspension	YES	ZTB
9. Byrd Anti-Lobbying Amendment	YES	ZTB
10. Procurement of Recovered Materials	YES	ZTB
11. Profit as a Separate Element of Price	YES	ZTB
12. General Compliance with Participating Agencies	YES	ZTB
13. Governing Law; Forum Selection.	YES	ZTB

The Motz Group, LLC.

Name of Business



Signature of Authorized Representative

Zachary D. Burns

Printed Name

9/12/2023

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Zachary D. Burns

1 Motz Way

Authorized Representative (Please print or type)

Mailing Address

CEO

Cincinnati, OH 45244

Title (Please print or type)

City, State, Zip



Signature of Authorized Representative

9/12/2023

Date




Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>The Motz Group, LLC</u>	Date	<u>9/12/2023</u>
Address	<u>1 Motz Way</u>	City, State Zip	<u>Cincinnati, OH 45244</u>
Contact Person	<u>Zachary D. Burns</u>	Title	<u>CEO</u>
Authorized Signature		Title	<u>CEO</u>
Email	<u>zburns@themotzgroup.com</u>	Phone	<u>513-533.6452</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2025 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	<u>3/1/2024</u>	Or



Association of Educational Purchasing Agencies
Tabulation Report IFB #024-A - Athletic Surfaces -
Natural & Synthetic Surfaces for Sport Fields, Tracks,
Courts, Playground & Lanscaping Applications
Vendor: The Motz Group, LLC.

General Comments: The Motz Group would like to thank the AEPA for the opportunity to submit this proposal. We look forward to the response and the continued growth of our relationship. Thanks.

Respectfully submitted,

Ben Neff
Director of Estimating

General Attachments: Bid Bond - The Motz Group.pdf
Exhibit A - Marketing Plan - The Motz Group.pdf
Part C - State-Specific Forms - The Motz Group.pdf
Part D - Questionnaire - The Motz Group.pdf
Part E - Signature Forms - The Motz Group.pdf
Part F - Pricing Schedule - The Motz Group.xlsx
Price List and or Catalog - The Motz Group.pdf