

DIVISION 0 - SECTION 00230 - BIDDER CERTIFICATION AND CONSENT

TO BE COMPLETED BY EACH BIDDER AND EACH PRIME SUB-CONTRACTOR IN THE FOLLOWING AREAS:

- (1) Plumbing and Gas Fitting and all work and material kindred thereto;
- (2) Steam and Hot Water Heating and Ventilating Apparatus, Steam Power Plants and all work and materials kindred thereto
- (3) Electrical Work; and
- (4) Structural Steel and Miscellaneous Iron Work and materials.

AND SUBMITTED WITH THE BID.

BIDDER CERTIFICATION AND CONSENT

STATE OF NEW JERSEY)
) SS.
COUNTY OF _____

I, _____, residing in _____,

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

I am _____ (principal owner or officer) of the firm

of _____, (the "Bidder") making this proposal for the above referenced School Facilities Project (the "School Facilities Project"). I understand that the School Facilities Project is being undertaken by the Kearny Board of Education (the "School Board") and that the School Board has entered into an Educational Facilities Construction and Financing Act Grant Agreement (the "Agreement") with the New Jersey Economic Development Authority/New Jersey Schools Development Authority (the "Authority"). Pursuant to the Agreement, the Authority will provide funding for the School Facilities Project and the School Board will enter into contracts for the design and construction of such School Facilities Project. Terms not otherwise defined herein shall have their meaning as set forth in such Agreement.

1. The undersigned hereby swears and affirms to the following:

A. No Gratuities

The Bidder has not offered or tendered, directly or indirectly, the payment of any fee, commission or compensation of any kind or the granting of any gift or gratuity of any kind, whether or not in connection with the purchase, sale, or contract, to any person in the employ of the School Board, the Authority or the State of New Jersey (the "State") having any duties or responsibilities in connection with the purchase or acquisition of any property or services by the School Board, the Authority or State, by or on behalf of any seller, supplier or provider of services, who has made, negotiated, solicited or offered to make any contract to sell or furnish real or personal property or services to the School Board, the Authority or the State. I further understand that it is a violation of law to offer, pay or give to any employee of the School Board, the Authority or the State any fees, commission, compensation, gift or gratuity for or because of any official act or a violation of any official duty. Any person who does so may be subject to punishment.

B. No Collusion

The Bidder has not directly or indirectly entered into any agreement, participated in any collusion, bid rigging or otherwise taken any action in restraint of free, competitive bidding in

connection with the School Facilities Project; the prices in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restriction competition; the prices have not been knowingly disclosed directly or indirectly by the Bidder to any other bidder, unless otherwise required by law; and no attempt has been made by the Bidder to induce any other person or business entity to submit or not submit a bid for the purpose of restricting competition.

C. No Discrimination

The Bidder will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, gender or sexual orientation and has complied and will continue to comply with all State and Federal laws and Executive Orders respecting non-discrimination.

D. Contractor Registration

A current, valid certificate of registration has been issued pursuant to the New Jersey Contractor Registration Act, Public Laws 1999, Chapter 238. A copy of the Certificate is attached hereto.

E. Prevailing Wage

If applicable, the Bidder has complied and will continue to comply with the New Jersey Contractor Registration Act, Public Laws 1999, Chapter 238, and the New Jersey Prevailing Wage Act, Laws of 1963, Chapter 150, and all amendments thereto, with respect to the School Facilities Project and any contracts related to school construction entered into on behalf of the School Board, the Authority or the State, except those contracts not within the contemplation of these acts. The Bidder shall not hire any Subcontractors to perform any work on the School Facilities Project who is listed or is on record in the Office of the Commissioner, Department of Labor, as having failed to pay prevailing wages in accordance with the provisions of the New Jersey Prevailing Wage Act.

Additionally, as a portion of this project is being funded through the Port Authority/FAA the entire project is also to be governed by federal statutes mandating the federal wage rates to be the minimum payable to the contractor's work force, and the federal wage rates are incorporated within the body of the Manual.

F. Certificate of Authority to Work

A valid, current "Certificate of Authority to perform work in New Jersey" issued by the State Department of the Treasury is attached to this Certification.

G. Trade License

A current, valid contractor or trade license required under applicable New Jersey Law for any trade or specialty area in which this form seeks to perform work is attached to this Certification.

H. Pre-qualification

The Bidder certifies that the Bidder and the Subcontractor in the four branches listed in N.J.S.A. 18A-18A-18 are pre-qualified by the Authority pursuant to N.J.S.A. 18A:7G-33 et. seq. and that, since the latest pre-qualification application was filed by the Bidder with the Authority at the time of this bid submittal, the amount of the bid proposal and the value of all outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit, there has been no change in any circumstance, condition or status that may adversely impact Bidder's pre-qualification with the Authority. The Bidder certifies that it will immediately report to the Authority any change in the information provided by the Bidder in its pre-qualification application currently on file with the Authority.

The Bidder certifies that it will immediately notify the Authority and the Unit of Fiscal Integrity (PO Box 063, Trenton, New Jersey 08625) of any director, partner, officer or employee of the Bidder, or of any shareholder owning 5% or more of the Bidder's stock, who:

1. Is the subject of investigation involving any violation of criminal law or other federal, state, or local law or regulation by any governmental agency; or
2. Is arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument; or
3. Is convicted of any crime under state or federal law, or of any disorderly persons offense or misdemeanor involving a business related offense.

I. Quality Control

During the term of this project, the contractor will have in place a suitable quality control and quality insurance program and an appropriate safety and health plan.

J. Disbarment

The Bidder certifies that it is not included on the State Treasurer's, the Economic Development Authority/New Jersey Schools Development Authority's or the Federal government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by the State or Federal Agency. If awarded the contract, the Bidder acknowledges and agrees to insert into all contracts with all Subcontractors and Sub-consultants a clause stating that the Bidder, its Subcontractors or Sub-consultants may be debarred, suspended or disqualified from contracting and/or working on the School Facilities Project if found to have committed any of the acts listed in N.J.A.C. 17:19-3.1 et. seq. or 6:20-7.1 et. seq. or any applicable regulation issued by the Authority.

The Bidder certifies that it shall immediately notify the Owner, in writing, in the event the Bidder or any Subcontractor or Sub-consultant appears on the Treasury's, the Authority's or the Federal government's List of Debarred, Suspended or Disqualified Bidders.

II. The undersigned hereby consents to the following:

A. Consent to Documents

If awarded the contract, the Bidder agrees and hereby consents to permit the Authority, the Department of Education, the Department of Community Affairs, other State agencies, the Unit of Fiscal Integrity, and their respective agents, representatives, consultants, sub-consultants, contractors, subcontractors, and their agents and representatives (the "Project Team") access to ALL DOCUMENTS RELATED TO THE CONTRACT, including, but not limited to, the following:

1. Pre-qualifying information and work product.
2. All confidential memos and certifications required to be kept by any governmental agency, including, but not limited to, the Department of Community Affairs, the Department of Labor, the Department of Education, the Department of Environmental Protection, the Department of Treasury, the Division of Consumer Affairs, Licensing Boards, and the Authority.
3. All documents required to be kept by the Contract, including, but not limited to, contracts, specifications, change orders, alternate submissions, approvals/ rejections, unit prices, product data, time of performance, construction photographs, quality control management and reports, value engineering information, up-to-date project accounting system, intermediate and final audits, as-builds, close-out documentation.
4. All documents related to the approval process for the School Facilities Project, including, but not limited to, project sitting, land acquisition, surveys and real estate documents (deeds, leases and title report, including searches for easements, mortgages, judgments, liens, unpaid taxes, water & sewer, and property description by metes & bounds).

5. All documents related to the payment, in connection with the Contract, of professionals, including but not limited to surveyors, title abstractor/company, lawyers, appraisers, soils engineers, bond counsel, underwriters, financial and investment advisors, trustees, official printers, bond insurers.

B. Right to Inspect and Audit:

The Bidder agrees to allow the Project Team upon request, at all reasonable times, to inspect and copy any and all of the above-described documents to the extent such documents are in its possession, custody or subject to its control. The Bidder agrees to make the requested documents available for inspection and copying within the State of New Jersey regardless of the location of the documents. The Bidder hereby waives any objection it might otherwise raise permitting the Project Team, including the Unit of Fiscal Integrity and its authorized representatives to investigate, examine and inspect all activities related to this contract pursuant to Public Law 2000, Chapter 72, 70. The Bidder further releases and holds harmless the Unit of Fiscal Integrity and its authorized representatives, the Authority and the State of New Jersey.

All statements contained in the Bidder's bid/proposal and this Certification are true and correct; and all such statements have been made with full knowledge that the Board, Authority and the State of New Jersey rely upon the truth of the statements contained in this Certification in providing payments to the School Board for the School Facilities Project pursuant to the Agreement.

By: _____
(Signature of Principal)

Name: _____

Title: _____

Sworn and Subscribed to before me this
day of _____, 2010

Notary Public of the State of _____

(Signature)

My Commission expires ____/____/____

END OF SECTION 00230