

BID SPECIFICATIONS AND BID FORMS FOR
SALE OF SURPLUS TECHNOLOGY EQUIPMENT

BY THE

ELMWOOD PARK PUBLIC SCHOOLS

DUE AT

Mark S. Jacobus,
SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY

ELMWOOD PARK PUBLIC SCHOOLS
BOARD OF EDUCATION OFFICE
60 EAST 53RD STREET
ELMWOOD PARK, NEW JERSEY
07407

December 20, 2023

11:00 A.M.

INSTRUCTIONS TO BIDDERS

Invitation to Bid

In accordance with the Notice to Bidders, proposals will be accepted by the Elmwood Park Public Schools Board of Education (hereinafter referred to as the "Owner" or the "Board") for the bulk sale of surplus technology equipment designated in the Notice to Bidders and further described in the Instructions to Bidders and Bid Specifications ("Technology"), which the Board has determined are no longer needed for school purposes. The Technology is being sold "**AS-IS.**" The bids will be accepted at the business office located at 60 East 53rd Street, Elmwood Park, NJ 07407 until **11:00 A.M. on December 20, 2023**, at which time and place all bids will be publicly opened and read aloud.

At the above date and time, the proposals will be opened and read publicly. It is strongly encouraged that bids be sent by certified mail or overnight delivery in an effort to avoid the need for hand delivery and to also confirm the delivery date. No proposals will be accepted after the time and date specified in this advertisement.

Before submitting a bid, all bidders shall become familiar with the Notice to Bidders, Instructions to Bidders, Bid Specifications and other bidding documents. By submitting a bid, the Bidder agrees and warrants that he has fully examined the specifications, addenda, and any other documents provided in connection with this bid, and that the specifications, addenda, and any related documents are adequate.

Any questions that a bidder may have shall be brought to the attention of the School Business Administrator, Mark S. Jacobus, whose telephone number is (201) 796-8700 ext. 2955.

No oral interpretations will be made to any Bidder as to the meaning of the specifications. Every request for such an interpretation shall be made in writing and addressed and forwarded to the School Business Administrator/Board Secretary. No inquiry received later than 4:30 p.m. ten (10) business days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum or a Clarification, which, when issued, will be sent as promptly as is practicable to all persons to whom the specifications have been issued. All issued Addenda and Clarifications shall become part of the Contract Documents.

Any prospective bidder who wishes to challenge a bid specification shall file such challenge with the School Business Administration no less than three (3) business days prior to the bid opening. Challenges filed after that time shall be void and shall have no impact whatsoever on the Board of Education or the award of a contract. Notice of revisions, clarifications or addenda to the advertisement or bid specifications will be sent in writing, via certified mail, certified facsimile transmission or delivery service to all persons who have picked up a copy of the bidding documents. Notice shall be provided no later than seven (7) days, Saturday, Sundays or holidays excepted, prior to the date for acceptance of bids to any person who has submitted a bid or who received a bid package. It shall be the responsibility of the Bidder to ascertain that he has received all amendments, revisions and clarifications prior to submitting his bid. Failure to receive notice of any amendment, revision or clarification when good faith notice is sent or delivered shall not be considered failure by the Board to provide notice and shall not relieve a bidder from any obligation under his bid. All amendments, revisions and clarifications shall become part of the contract documents. In the event the Board is unable to provide notice within the time required,

or otherwise fails to provide notices, the Board shall not accept bids and shall re-advertise for bids.

OBLIGATION OF THE BIDDER

At the time of the opening of the bids, each bidder will be presumed to have read and become thoroughly familiar with the Notice to Bidders, Instructions to Bidders, Bid Specifications and other bidding documents. The failure or omission of any bidder to receive or examine any form, instrument or document, shall not relieve the bidder from his obligation to furnish all the specified surplus technology equipment at the bid price. A claim of mistake or omission will likewise not excuse a bidder from any obligation under his bid. The submission of a bid will be considered conclusive evidence that the bidder has made such an examination.

DISCLAIMER AND NO WARRANTY

THE TECHNOLOGY IS BEING SOLD AS-IS WITHOUT ANY OTHER WARRANTY CONCERNING THE USE, OR THE RESULTS OF USE, OF THE TECHNOLOGY, AND WITHOUT ANY WARRANTY AS TO THE FUNCTIONS OR THE OPERATION OF THE TECHNOLOGY. THIS SALE IS MADE WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY EXCLUDED. YOU AGREE THAT NO ORAL OR WRITTEN REPRESENTATION, DEMONSTRATION, STATEMENTS, ADVICE OR ADVERTISEMENTS BY THE BOARD, ITS AGENTS, DEALERS, DISTRIBUTORS OR EMPLOYEES CONSTITUTES ANY WARRANTY OR MODIFICATION OF THIS STATED DISCLAIMER AND NO WARRANTY.

ASSIGNMENT/SUBCONTRACT

The Bidder to whom the contract is awarded (hereinafter referred to as "Contractor or Vendor") may not assign this contract to any person, partnership or corporation nor may it subcontract any part of the work required to be performed, if any, under the contract without obtaining the prior written approval of the Board.

Any assignee or successor in interest to the contract who is approved by the Board shall be bound by the terms of this contract.

Any subcontractor approved by the Board shall be bound by the terms of this contract.

STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

Pursuant to N.J.S.A. 52:25-24.2, all forms of corporations and partnerships (including limited partnerships, limited liability corporations, limited liability partnerships and subchapter S corporations) shall submit a statement with its bid which sets forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock or of all individual partners in the partnership who own a 10% or greater interest therein. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria has been listed.

Any bidder whose stockholders or partners own less than ten percent (10%) of the stock shall

certify such fact to the Board.

A form affidavit is included as part of the bidding documents and must be completed by the Bidder.

NON-COLLUSION

No official or employee of the Board who is authorized in his or her official capacity to negotiate, make, accept or approve or to take part in such a decision regarding a contract in connection with this bid shall have any financial or other personal interest in any such contract. The Board and its officers and employees shall comply with the School Ethics Law, N.J.S.A. 18A:12-21 et seq. and N.J.A.C. 6A:28.

No bidder shall directly or indirectly enter into any agreement, participate in any collusion or otherwise take any action in restraint of free, competitive bidding in connection with this project.

A form affidavit of non-collusion is included as part of the bidding documents and must be completed by the bidder.

PREPARATION OF BIDS

- A. Bidders shall comply with the requirements contained in the Notice to Bidders, Instructions to Bidders, Bid Specifications, and other bidding documents.
- B. All bidders must complete and submit the following bid documents:
 1. Bid Form
 2. Bidder's Certification
 3. Acknowledgement of Addenda
 4. Stockholder or Partnership Disclosure Statement
 5. Affidavit of Non-Collusion
 6. State of New Jersey Debarred List Affidavit
 7. Consent of Surety
 8. Disclosure of Investment Activities in Iran
 9. A statement that the Respondent has complied with all applicable Affirmative
 - i. Action (or similar) requirements with respect to its business activities (e.g.
 - ii. N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 as amended) together with evidence of such compliance.
 10. Political Contribution Disclosure Affidavit
 11. Business Registration Certificate to perform work in New Jersey. Pursuant to P.L. 2004 c.57 (N.J.S.A. 52:32-44) all bids must be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury,

Division of Revenue. The failure to include a business registration certificate is a material defect which cannot be waived.

- C. Bids must be submitted on the form of proposal furnished by the Board. Where the bidder is a corporation or a partnership, the person submitting the bid must certify that he is duly authorized to submit a bid on behalf of the corporation or partnership. The corporate seal should be affixed to the bid. Alternative bids will not be accepted unless otherwise authorized in the bidding documents. Where alternates are specified, the bidder shall indicate the amount of the alternate(s) to be added or deducted from the base bid. If an alternate item will not result in an increase or decrease in the base bid, the bidder shall clearly so indicate by stating either "zero (0)" or "no change". The failure to bid an alternate, where specified, by leaving an alternate amount blank or stating "no bid" shall be considered a material defect, resulting in the rejection of bids. No conditions, limitations or provision may be placed on a bid.
- D. Bids shall be submitted in a sealed envelope with the name and address of the bidder and the name of the project (e.g., "Sale of Surplus Technology Equipment (December 20, 2023)" marked on the front of the envelope. Telegraph, telecopy, or facsimile of bids will not be considered.
- E. Any bid not received by the date and time set forth in the Notice to Bidders will not be considered.
- F. A bidder may withdraw his bid at any time prior to the scheduled time for opening bids. No bid shall, however, be withdrawn for a period of sixty (60) days from the opening of the bids.
- G. The costs for developing and delivering responses to this request for bids and any subsequent presentations of the Bid as requested by the Board are entirely the responsibility of the bidder. The Board is not liable for any expense incurred by the bidder in the preparation and presentation of their Bid or any other costs incurred by the bidder prior to execution of a contract.
- H. All materials submitted in response to this request for bids become the property of the Board.

THE BOARD'S RIGHTS RESERVED

Issuance of the request for bids in no way constitutes a commitment by the Board to award and execute any contract. The Board reserves the right to cancel this request for bids; reject any and all Bids received in response to this request, or to waive any immaterial defects in accordance with New Jersey law. In addition, the Board may terminate its contract with the successful bidder with or without cause at any time, or terminate any awarded contract at its convenience.”

No oral interpretation will be made to any bidder as to the meaning of the specifications. Should any questions arise as to the true meaning of any item noted on the specifications, Bidder would immediately make a request in writing to Mark S. Jacobus, School Business Administrator/ Board Secretary, for clarification.

AWARD OF CONTRACT

- A. The Board reserves the right to cancel this request for bids; reject any and all Bids received in response to this request, or to waive any immaterial defects in accordance with New Jersey law. The Board reserves the right to reject the bid of any bidder with whom the Board has had a prior negative experience. The highest responsible bidder(s) shall be determined in accordance with New Jersey law. The Board shall have the right to determine which alternates, if any, shall be included in the final determination. No bid shall be deemed accepted until the adoption of a formal Resolution by the Board.

- B. Bid price is guaranteed for sixty (60) days after the date of the bid opening. The Contract of Sale, if awarded, shall be awarded to the highest bidder whose bid is responsive, in all material respects, to these specifications. Whenever two or more bids are equal, the Board has the absolute discretion to award the contract to either bidder. The Board shall articulate in its Resolution, its rationale in awarding the bid.

- C. If the highest responsible bidder is a foreign corporation (incorporated outside the State of New Jersey) then the awarding of the contract and payment of consideration thereunder is conditioned upon the bidder filing a Certificate of Authority to transact business in the State of New Jersey and complying with the provisions of N.J.S.A. 14A:13-1 et seq.

CONSENT OF SURETY/CONTRACT PERFORMANCE BONDS

- A. The bidder to whom the contract is awarded shall furnish and deliver a performance bond, together with power of attorney, in the amount of the bid to the Board of Education within ten (10) days from the date of the award as security for the faithful performance of the contract. The costs of the performance bond shall be paid for by the bidder.

- B. The bid must be accompanied by a certificate from a surety company authorized to do business in the State of New Jersey certifying that said Company will provide the bidder with the required performance bond in the event that the bidder is awarded the contract, which is commonly referred to as a "Consent of Surety." Failure to submit a consent of surety, together with a power of attorney with the bid will be cause for rejection of the bid. A sample consent of surety has been included with the bid documents.

FORM OF AGREEMENT

The Contract of Sale shall be comprised of the Notice to Bidders, Instructions to Bidders, any amendments and clarifications, as well as the Contract of Sale which shall be completed in accordance with the bid and furnished to the successful bidder within ten (10) business days of the Board's award of the Contract of Sale. A copy of the Contract of Sale is attached hereto. There shall be no revision of the Contract of Sale by the bidder.

The bidder to whom the bid is awarded shall, within seven (7) business days from receipt of the Agreement from the Board, sign and return the contract to the School Business Administrator/Board Secretary.

Surplus Technology Equipment

Attached hereto are the specifications for the bid.

The successful bidder shall pick up the equipment between the dates of February 1, 2024 and February 15, 2024. All time limits stated are of the essence.

INSURANCE

The Bidder shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, and shall be subject to approval for adequacy of protection. Certificate of such insurance shall be provided to the Board when required. Insurance requirements are as follows:

- Comprehensive General Liability in the amount of \$2,000,000
- Workers' Compensation statutory Limits with Employer's Liability minimum limits of \$100,000.00
- Excess Liability in the amount of \$1,000,000.00

LIABILITY

- A. The Vendor shall assume full responsibility and liability for any and all injuries to any person and any and all damages to any property resulting from or in connection with this bid which are caused by any error, omission or negligent act of the Vendor, his agents and employees, and any subcontractor which he may employ.
- B. The Vendor shall be liable for any and all damages caused by a breach of the terms of the contract documents.

INDEMNIFICATION

- A. To the fullest extent permitted by law, the successful bidder shall indemnify and hold harmless the Owner, the Architect and Construction Manager (if any), the Engineer (if any), their respective agents, officers, employees and servants, from any and all claims, demands, suits, damages, costs and expenses, including reasonable attorney's fees, whether or not caused, in part by any party indemnified hereunder, arising out of or in any way related to the successful bidders response to this bid.
- B. The Board may defend itself, at the Bidder's expense, from any claim or lawsuit or the

Board may elect to have the Bidder provide the Board with legal representation at the Bidder's own expense.

- C. The Indemnification obligations of the Vendor shall be deemed to include the indemnification obligations of the Vendor's subcontractors and suppliers.
- D. The indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or any Subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Such obligation shall not be construed to negate, abridge or diminish other rights or obligations of indemnity which would otherwise exist as to any party or person indemnified herein.
- E. The Bidders acknowledge and agree that the obligations and duties of the Owners' Consultants under their respective agreements with the Owner, are solely for the benefit of the Owner, that notwithstanding any action of the Owners' Consultants in connection with the Project the Owners' Consultants shall not in any respect be deemed to have assumed any duties or obligations in favor of the Bidder, and that the Owners' Consultants are acting as agent of the Board to the extent provided herein.
- F. The provisions of this section entitled "Indemnification" shall survive the termination of the contract documents.

NO AGENCY/PARTNERSHIP

A Bidder(s) selection or the awarding of a contract for catering services shall neither make nor appoint a Bidder as an agent of the Board, nor does it create a partnership or joint venture between the parties. Neither party shall act or represent itself as an agent of the other or purport to bind or obligate the other in any manner. It is further expressly agreed and understood that neither the Bidder nor any authorized person providing the services agreed to herein be or shall be considered Board employees or representatives.

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

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

TAXES

The Board, a public school district, is a tax-exempt public entity. The Bidders(s) shall be responsible to ascertain if the Work or Goods provided are exempt from sales tax and to notify its subcontractors and suppliers. Upon execution of an awarded contract for catering services, the Board shall provide Vendor(s) shall be provided with a copy of the Board's tax exemption certification. The Board will make no allowance for any such taxes paid by the Bidder(s) due to its failure to file the proper exemption, if applicable. The Bidders(s) shall be responsible to pay all legally required taxes including but not limited to payroll taxes, business taxes, use, and consumer taxes.

ASSIGNMENT

Bidder(s) shall not assign or transfer any of its rights under an awarded agreement without the Board's prior written consent. Said consent shall not be unreasonably withheld or delayed.

SUCCESSORS AND ASSIGNS

Any duly executed contract for the sale of surplus MacBook Air Laptops shall be binding upon and inure to the benefits of the successors and assigns of the parties hereto.

BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44, all bids must be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 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; and
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

POLITICAL CONTRIBUTION DISCLOSURES

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 \$50,000.00 from public entities in a calendar year. It is the business entities responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.elec.nj.us.

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 \$17,500.00 or greater to any business entity which has made a contribution reportable by the recipient under P.L. 1973, c. 83 (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 (a4)

All bidders shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a2) Award of Contract.

WAIVER

No action or failure to act by the Board shall constitute a waiver of any right it may have under the terms of this contract. No failure or delay on the part of the Board in exercising any right, power, or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof

or the exercise of any other right, power, or remedy hereunder. The Board's rights and remedies provided in herein are cumulative and are not exclusive of any other rights, powers, or remedies existing at law, in equity or otherwise.

COMPLIANCE WITH LAWS

The bidder(s) shall comply with all laws, ordinances, rules, regulations, requirements and directives of federal, state or municipal governments applicable to and affecting the this Agreement, entity, including the requirements of N.J.S.A. 10:2-1 et seq., "The Law Against Discrimination." Moreover, the bidder(s) shall comply with all applicable laws and regulations as may be amended from time to time and with all future laws and regulations as may be enacted to the extent such laws and regulations.

RECORDS RETENTION

Pursuant to N.J.A.C. 17:44-2.2, Bidder(s) shall maintain all documentation related to products, transactions or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

OPERATING AUTHORITY

Bidder(s) represents that they have the requisite authority to bind itself to an agreement with the Board and further represents that it and any agents employed by it have the necessary license, certifications, and/or approvals from all authorities with jurisdiction over the consequent agreement with the Board to perform the duties contemplated herein and that no factual or legal circumstances are present to make its performance of an awarded agreement with the Board impossible or illegal.

GOVERNING LAW

The parties' Contract of Sale shall be construed and governed in accordance with the laws of the State of New Jersey.

JURISDICTION AND VENUE

Any controversies or disagreements arising out of, or relating to this bid and/or the Contract of Sale, or breach thereof, shall be resolved in the Bergen County Vicinage of the Superior Court of New Jersey.

AFFIRMATIVE ACTION REQUIREMENTS

Bidders are required to comply with the provisions of N.J.S.A. 10:5-36 and N.J.A.C. 17:27 et seq. No firm may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Services and General Service Contract, Exhibit A summarizes the full required regulatory text.

Goods and Services (including professional services) consultants/contractors 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:

- a. A photo copy of a valid letter that the contractor is operating under an existing Federally approved sanctioned affirmative action programs (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

BID
SPECIFICATIONS

The Board seeks to solicit bids for the sale of surplus Technology Equipment, which are proprietary products pursuant to N.J.A.C. 5:34-9.1, and which the Board has determined are no longer necessary for school purposes, a prerequisite to disposal of the property by way of a public sale. The bid will be awarded, and the Contract of Sale entered into, based on the knowledge of the parties as to the value of Technology, and not on any representation made by the Board of Education or its members, servants, employees and/or agents as to character or quality. **This means that Technology is being sold AS-IS.”**

TECHNOLOGY EQUIPMENT

The sale is comprised of the equipment as described on the Technology Inventory Report attached to these specifications as **Attachment A:**

BID PRICING

Bid price shall be all inclusive for the procurement of all equipment described above. No shipping costs or other costs will be paid.

PRE-BID INSPECTION

The Bidder shall have the opportunity to inspect Technology during a walk through on **December 12, 2023** at the following time and location:

Elmwood Park Memorial High School, 375 River Drive, Elmwood Park, NJ 07407 between 9:00 A.M. and 11:00 A.M.

DELIVERY AND ACCEPTANCE OF TECHNOLOGY

The Bidder assumes the sole responsibility for logistical arrangements of transporting Technology and the costs associated with packaging Technology and any additional freight charges. The Bidder or a freight forwarder, retained by the Bidder, shall prepare the Technology for shipment, including packaging before pickup at the Board’s discretion, and shall arrange for pickup of the Technology from the location designated by the Board.

Acceptance of the Technology by the Bidder shall occur upon pickup of the Technology at the location designated by the Board. As such, the Bidder shall be solely responsible for any loss, damage, destruction or theft of Technology that may occur after acceptance.

TIME OF ACCEPTANCE

Acceptance of Technology shall occur in one phase, as follows:

- a. The Technology shall be available for packaging and shipment beginning on February 1, 2024. All items must be inspected and shipped on or before February 15, 2024.
- b. The units specified in this subsection shall be available for packaging and shipment at Elmwood Park Memorial High School, located at 375 River Drive, Elmwood Park, NJ 07407.

All rights, including property, title, interest and ownership in and to Technology shall be transferred to the Bidder immediately upon pickup from the location designated by the Board and shall remain with the Bidder so long as the Bidder is not in default under the Contract of Sale and subject to the security interest retained by the Board. In the event of default, all rights to the equipment shall revert to the Board free and clear of any rights or interests the Bidder may have in Technology.

DATA ERASURE/SANITIZATION

The Bidder shall be responsible for data erasure/sanitization of all hard drives of Technology. The Bidder shall use commercially reasonable efforts to remove all data from the Technology. The Bidder must complete the sanitization of Technology within sixty (60) days of acceptance, unless an extension of time is granted in writing by the Board. The Bidder must complete a certificate of sanitization and return same to the Board within ten (10) days of completion of sanitization of Technology. A sample certificate of sanitization is enclosed.

PAYMENTS/UNCONDITIONAL OBLIGATION

The Bidder shall be unconditionally obligated to furnish a full payment for the Technology even if Technology is damaged, lost, stolen, destroyed or defective while being prepared for shipment or in the course of being delivered to the Bidder. After acceptance of Technology, the Bidder is not entitled to reduce or set-off against the payment for any reason whatsoever.

Payment shall be in the form of a certified check or money order (or other method that is acceptable to the Board in its sole discretion) made payable to the Elmwood Park Public Schools Board of Education prior to the release or delivery of the units as specified Bid/Contract Documents.

ELMWOOD PARK PUBLIC SCHOOLS BOARD OF EDUCATION

Business Office
60 East 53rd Street
Elmwood Park, NJ 07407

BIDDER'S CHECKLIST

The Forms, as noted below, are part of the Bid package and must be properly completed and submitted with Bid Proposal. Failure to provide any item(s) noted below may cause disqualification of Bid Proposal in accordance with the law.

1. Bid Form
2. Bidder's Certification
3. Acknowledgement of Addenda
4. Stockholder or Partnership Disclosure Statement
5. Affidavit of Non-Collusion
6. State of New Jersey Debarred List Affidavit
7. Consent of Surety
8. Disclosure of Investment Activities in Iran/Belarus
9. A statement that the Respondent has complied with all applicable Affirmative Action (or similar) requirements with respect to its business activities (e.g. N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 as amended) together with evidence of such compliance.
10. Political Contribution Disclosure Affidavit
11. Business Registration Certificate to perform work in New Jersey. Pursuant to P.L. 2004 c.57 (N.J.S.A. 52:32-44) all bids must be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue. The failure to include a business registration certificate is a material defect which cannot be waived.

ELMWOOD PARK PUBLIC SCHOOLS BOARD OF EDUCATION

Business Office
60 East 53rd Street
Elmwood Park, NJ 07407

BID FORM

TO BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

SURPLUS TECHNOLOGY EQUIPMENT

The respondent by signing this BID form, acknowledges that he/she has carefully examined the BID specifications and documents; and further acknowledges he/she understands and is able to render the scope of activity and services outlined in the BID

Name: _____

Address: _____

P.O. Box: _____

City, State, Zip Code: _____

Federal Tax ID Number: _____

Phone Number: _____ Extension: _____

Fax No.: _____ E-Mail: _____

Authorized Agent: _____ Title: _____

The undersigned agrees to pay the following amount to purchase Surplus Technology Equipment in AS-IS condition, from the Elmwood Park Public Schools Board of Education. The Board has determined that this Technology is no longer needed for school purposes:

TOTAL BID AMOUNT: \$ _____

AGENT'S SIGNATURE: _____ **DATE:** _____

ELMWOOD PARK PUBLIC SCHOOLS BOARD OF EDUCATION

Business Office

60 East 53rd Street

Elmwood Park, NJ 07407

BIDDER'S CERTIFICATION

TO BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

The Bidder's signature, herein below provided, affirms his knowledge of the statements made in his company's proposal, and certifies his willingness to provide the services outlined in said proposal for fees quoted therein.

Printed Name: _____

Title: _____

Signed: _____

Date: _____

Company Name and Address:

Telephone: _____ Fax: _____

Email: _____ Website: _____

SUBSCRIBED AND SWORN TO

BEFORE ME THIS _____ DAY OF _____, 20 _____

MY COMMISSION EXPIRES _____, 20 _____.

To be completed, signed below and returned with proposal.

ACKNOWLEDGEMENT OF ADDENDA

RE: Sale of Surplus Technology Equipment Proposal Date: **December 20, 2023**

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

<u>ADDENDA NO.</u>	<u>ISSUING DATES</u>
<u>1</u>	<u>December 8, 2023</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

No Addenda Received

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ **Date** _____

ELMWOOD PARK PUBLIC SCHOOLS BOARD OF EDUCATION

Business Office
60 East 53rd Street
Elmwood Park, New Jersey 07407

NON-COLLUSION AFFIDAVIT

TO BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

STATE OF _____)

SS:

COUNTY OF _____)

I, _____ residing in _____
in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of
Position in Company

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.

SIGNATURE: _____

SUBSCRIBED AND SWORN TO

BEFORE ME THIS _____ DAY OF _____, 20 _____

MY COMMISSION EXPIRES _____, 20 _____.

Elmwood Park Public School Board of Education

Business Office
60 East 53rd Street
Elmwood Park, New Jersey 07407

CONSENT OF SURETY

TO BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

The

(Name and Address of Surety)

a corporation existing under the Laws of the State of _____
and authorized to do business under the Laws of the State of New Jersey, hereby certifies that
application has been made to us by

(Name and Address of Contractor)

and satisfactory arrangements have been completed by which we have and do now agree to furnish a
Performance Bond equal to 100% of the Contract to ensure the faithful performance on the part of the
Bidder of the terms and conditions of the contract, and a labor and materials bond to ensure the
payment of all persons furnishing labor and materials in accordance with the contract.

Title Work:

Name and Location of Project:

This proposition is made with the understanding that any change made in the specifications or
agreements without the consent of the bondsmen shall in no way vitiate the bond.

WITNESS:

(Affix corporate seal)

SURETY COMPANY

Title: _____

By: _____

Date: _____

STANDARD BID DOCUMENT REFERENCE

Name of Form	COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	P.L. 2022, c. 3 N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	<p>P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.</p> <p>Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("Russia-Belarus list") or in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 list").</p>					

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 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 Contracting Unit to notify the 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, 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.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

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

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

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

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

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

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

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

The contractor must also complete the attached Ownership 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.**

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

County Name:

State: Governor

Legislative District #s:

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

County:

County Commissioners

County Clerk

Sheriff

{County Executive}

Surrogate

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM
https://www.nj.gov/dca/divisions/dlgs/programs/pay_2_pla_y.html A COUNTY-BASED, CUSTOMIZABLE FORM.**

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* 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 *<type of contracting unit>* to notify the *<type of contracting unit>* 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 *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

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

CERTIFICATE OF SANITIZATION

PERSON PERFORMING SANITIZATION

Name:		Title:	
Organization:	Location:	Phone:	
MEDIA INFORMATION			
Make/ Vendor:	Model Number:		
Serial Number:			
Media Property Number:			
Media Type:	Source (<i>ie user name or PC properly number</i>):		
Classification:	<input type="checkbox"/> 11 Data Backed Up: • Yes • No • Unknown		
Backup Location:			
SANITIZATION DETAILS			
Method Type: • Clear • Purge • Damage • Destruct			
Method Used: • Degauss • Overwrite • Block Erase • Crypto Erase • Other:			
Method Details:			
Tool Used (<i>include version</i>):			
Verification Method: • Full • Quick Sampling • Other:			
Post Sanitization Classification:			
Notes:			
MEDIA DESTINATION			
• Internal Reuse • External Reuse • Recycling Facility • Manufacturer • Other (<i>specify in details area</i>)			
Details:			
SIGNATURE			
I attest that the information provided on this statement is accurate to the best of my knowledge.			
Signature:		Date:	
VALIDATION			
Name:		Title:	
Organization:	Location:	Phone:	
Signature:		Date:	

CONTRACT FOR SALE OF TECHNOLOGY

THIS CONTRACT FOR SALE is made _____ between _____

(successful bidder), whose principal business address located at _____

(hereinafter the “Buyer”)
and the Elmwood Park Public Schools Board of Education, whose address is 60 East 53rd Street,
Elmwood Park, NJ 07407 (hereinafter referred to as the (the “Board”, “Seller,” and/or Owner).

1. PURCHASE CONTRACT. The Seller agrees to sell and the Buyer agrees to purchase the Technology described in this Contract.

2. PROPERTY. The “Technology” or “Property” which the Buyer shall purchase and which the Seller shall sell to the Buyer under this Contract consists of the items as described in the Technology Inventory Report included in the bid specifications as Attachment A.

3. PURCHASE PRICE. The purchase price which the Buyer shall pay to the Seller for Technology is dollars (\$_____). The purchase price is exclusive of all taxes, customs, duties and insurance. Any and all current or future taxes, fees, or governmental charges applicable to the sale, delivery or shipment of Technology shall be borne by the Buyer and will not offset or reduce the purchase price specified herein.

4. PAYMENT OF PURCHASE PRICE. The Buyer shall tender the full balance payment of the purchase price by certified check, wire transfer, or money order and made payable to the Elmwood Park Public Schools Board of Education within ten (10) business days of the full execution of this Contract. Under no circumstances shall the Seller release the Technology or Property prior to receipt of a certified check, wire transfer, or money order for the full balance payment of the purchase price.

5. UNCONDITIONAL OBLIGATION. The Buyer shall be unconditionally obligated to furnish a full payment for Technology even if Technology is damaged, lost, stolen, destroyed or becomes defective while being prepared for shipment or in the course of being delivered to the Buyer. The Buyer is not entitled to reduce or set-off against the payment for any reason whatsoever, unless otherwise consented to by the Seller.

6. DELIVERY. The Buyer assumes the sole responsibility for logistical arrangements of transporting Technology and the costs associated with packaging Technology and any additional freight charges. The Buyer or a freight forwarder, retained by the Buyer, shall prepare Technology for shipment and shall arrange for pickup of Technology from the locations designated by the Seller.

7. RISK OF LOSS. Risk of loss for Technology shall transfer to the Buyer upon acceptance of Technology. “Acceptance” of Technology by the Bidder shall occur upon pickup of Technology at the location designated by the Seller. The Buyer shall be solely responsible for any loss, damage, destruction or theft that may occur after acceptance.

8. TIME OF ACCEPTANCE. Acceptance of Technology shall be scheduled in accordance with the following instructions:

- i. The technology equipment shall be scheduled for pickup between the dates of February 1, 2024 and February 15, 2024 .
- ii. The units specified in this subsection shall be available for packaging and shipment at Elmwood Park Memorial High School, located at 375 River Drive, Elmwood Park, NJ 07407.

9. TRANSFER OF OWNERSHIP. At the time of acceptance, the Seller will transfer ownership of Technology to the Buyer. The Seller hereby represents and warrants to the Buyer.

10. OWNERSHIP. The Seller agrees to transfer and Buyer agrees to accept ownership of Technology which shall remain with the Buyer so long as the Buyer is not in default under the Contract of Sale and subject to the security interest set forth in Section 11 of this Contract. In the event of default, all rights to Technology shall revert to the Seller free and clear of any rights or interests that the Buyer may have in Technology.

11. INSPECTION OF PROPERTY. Buyer agrees that prior to Acceptance of Technology, it was provided with an opportunity to conduct an inspection of Technology, and that this Contract for Sale is not contingent upon any future inspections of Technology, as Technology is being sold "AS IS" as more specifically detailed in Section

12. SELLER'S COVENANTS. From the date of this Contract until acceptance, the Seller covenants to do the following, as may be applicable:

- a. The Seller shall not cause or permit any change to occur in the condition of title to the Technology except for ordinary wear and tear.
- b. The Seller shall maintain the Property in its present condition until the date of acceptance except as otherwise set forth in this Contract.

13. BUYER'S COVENANTS. Buyer represents and warrants that it is duly authorized to enter into and perform this Contract.

14. CONDITION OF PROPERTY.

- a. The Buyer acknowledges that the Property is being sold in an "AS IS" condition and that this Contract is entered into based upon the knowledge of the Buyer as to the value of Technology, and not on any representation made by the Seller as to character or quality.

- b. The Seller shall deliver possession of the Property in the same condition as it is on the date of this Contract for Sale.
- c. The Seller expressly disclaims any and all express or implied warranties, the Buyer acknowledges that, except as expressly stated elsewhere in this Contract for Sale, the Buyer is purchasing the Property in an “AS IS” condition. Except as expressly stated elsewhere in this Contract for Sale, the Buyer agrees to be responsible for all present and future defects of any kind in any part of Technology.

15. DATA ERASURE/SANITIZATION. The Buyer agrees to be solely responsible for data erasure/sanitization of all hard drives of Technology. The Buyer shall use commercially reasonable efforts to remove all data from the Technology. The Buyer must complete the sanitization of Technology within sixty (60) days of acceptance, unless an extension of time is granted in writing by the Board. The Bidder must complete a certificate of sanitization and return same to the Board within ten (10) days of completion of sanitization of Technology.

16. CONSEQUENTIAL DAMAGES. THE BUYER AGREES AND ACKNOWLEDGES THAT THE SELLER HAS ENTERED OR ANTICIPATES TO ENTER INTO A SEPARATE CONTRACT WITH A THIRD PARTY IN RELIANCE ON THE BUYER'S FAITHFUL PERFORMANCE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT. THE BUYER FURTHER AGREES AND ACKNOWLEDGES THAT THE BUYER'S BREACH OF THIS CONTRACT MAY CAUSE CONSEQUENTIAL DAMAGES TO THE SELLER.

17. DEFAULT/CANCELLATION. The occurrence of any one or more of the following, and the continuation of the same for five (5) days after the Buyer's receipt of written notice thereof from the Seller, shall constitute a default under this Contract (a “Default”): (a) failure by the Buyer to observe and perform any term or condition set forth in the within Contract for Sale, (b) the insolvency, dissolution, or liquidation of the Buyer, or the filing of a petition in bankruptcy by or against the Buyer or the adjudication of the Buyer as bankrupt, or any general assignment by the Buyer for the benefit of its creditors, or the application for, or consent to, the appointment of any receiver, trustee, custodian, or similar officer by the Buyer; or (c) failure (or admission in writing of inability or unwillingness) by the Buyer to pay amounts due and payable to the Seller hereunder. In the event of a Default, Seller may cancel this Contract and avail itself of any and all rights or remedies available at law or in equity. This Contract for Sale is not subject to cancellation except as otherwise set forth in this Contract or by mutual written consent of the parties.

18. LIMITATION ON LIABILITY. THE SELLER SHALL NOT BE LIABLE FOR DAMAGES DUE TO DELAYS IN DELIVERY OR USE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL COSTS OR DAMAGES OF ANY KIND, HOWEVER CAUSED, WHETHER ARISING FROM CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, INCLUDING (WITHOUT LIMITATION) DAMAGES TO PERSONS OR PROPERTY, LOSS OF PROFITS, GOODWILL, OVERHEAD COSTS OR PROCUREMENT OF SUBSTITUTE GOODS, LOSS

OF PROFITS, OR ANY OTHER LIKE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. RECORDS RETENTION. Pursuant to N.J.A.C. 17:44-2.2, the Buyer shall maintain all documentation related to products, transactions or services under this Contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

20. INDEMNIFICATION. The Buyer covenants and agrees to indemnify, defend and hold harmless the Seller and its affiliates, subcontractors, vendors, officers, directors, employees, agents, consultants and representatives (collectively, the “Indemnitees”) from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), causes of action, proceedings, losses, expenses, damages or penalties, including without limitation court costs and reasonable attorneys’ fees (collectively, “Claims”), arising or resulting from its use of Technology. If the Seller or any other Indemnitee seeks indemnification from the Buyer pursuant to this Section 21, the Seller shall give the Buyer prompt notice of such Claim. The Buyer shall defend the Indemnitees from any such Claim at the Buyer’s sole cost and expense using counsel reasonably acceptable to the Indemnitees and shall keep the Indemnitees informed as to the progress of the defense of any such claim or suit. The Indemnitees shall have the right to participate, at their own expense, with respect to any third party claim, demand, action or proceeding.

The Indemnitees shall reasonably cooperate with the Buyer in such defense at the Buyer’s cost and expense. The Buyer shall have the right to control the defense and disposition; provided, however, that, if The Buyer assumes control of such defense and the Indemnitees reasonably conclude, based on advice from their counsel, that the Buyer and the Indemnitees have conflicting interests with respect to such Claim, the Buyer shall be responsible for the reasonable fees and expenses of counsel to the Indemnitees solely in connection therewith, except that in no event shall the Buyer be responsible for the fees and expenses of more than one counsel for all Indemnitees. The Buyer shall not agree to any settlement of such action, suit, proceeding or claim that does not include a complete and unconditional release of the Indemnitees from all liability with respect thereto or that imposes any liability or obligation on the Indemnitees, without the prior written consent of the Indemnitees.

21. ASSIGNMENT. This Contract shall not be assigned to a third party by either Seller or Buyer without the express written consent of the other party.

22. COMPLETE CONTRACT. This Contract, including the Notice to Bidders, Instructions to Bidders, and all amendments and clarifications, incorporated herein by reference, constitute the entire and only Contract between the Buyer and the Seller. This Contract replaces and cancels any previous Contracts between the Buyer and the Seller. The Contract can only be changed by a Contract in writing signed by duly authorized representatives of both the Buyer and the Seller. There is no Contract on the part of the Buyer or the Seller to do anything other than what is expressly stated in this Contract.

23. HEADINGS. The Article and Section headings in this Contract are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.

24. SEVERABILITY. Should any provision of this Contract be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not part of this Contract.

25. ATTESTATION. The Buyer represents and warrants that he/she has carefully read each and every provision of this Contract and that he/she fully understands all of the terms and conditions contained in each provisions of this Contract. The Buyer further represents and warrants that it he/she entered into this Contract voluntarily, of his/her own free will, without any pressure or coercion from any person or entity including, but not limited to, a Party to this Contract.

26. GOVERNING LAW. This Contract shall be governed by the laws of the State of New Jersey, without regard to any principles of choice of law that may otherwise be applicable.

27. VENUE. Any controversies or disputes arising out of, or relating to this Contract or breach thereof, shall be resolved in the Bergen County Vicinage of the Superior Court of New Jersey.

28. AUTHORIZATION. By executing this Contract, each signatory represents that she or he is a party or has been duly authorized by a party to sign on that party's behalf.

29. NO WAIVER. No failure or delay on the part of any party in exercising any right, power, or remedy under this Contract will operate as a waiver thereof, not will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof of the exercise of any other right, power or remedy hereunder. The rights and remedies provided in this Contract are cumulative and are not exclusive of any other rights, powers, or remedies existing at law, in equity or otherwise.

30. SUCCESSORS AND ASSIGNS. This Contract shall be binding upon and inure to the benefit of heirs, assigns and successors in interest of the parties hereto.

31. TIME. Time is of essence in the performance of this Contact.

32. CONTRACT REVIEW. The parties acknowledge that they have each:

- a. Had full knowledge and ample opportunity to have this Contract reviewed by their attorneys and/or other representatives.
- b. Taken advantage of said opportunity for review to the extent desired; and

- c. Now understand and accept all of the terms and conditions contained in this Contract.

33. NOTICES. All notices under this Contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this Contract. Service of mailed notices shall be effective upon receipt of the notices.

34. COUNTERPARTS. This Contract may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same Contract. A signature affixed by a party to a counterpart of this Contract and delivered by electronic transmission is valid, binding and enforceable against such party.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year last written below.

**Elmwood Park Public Schools
Board of Education**

Dated: _____

Dated: _____

Witness

Buyer

Dated: _____

Dated: _____

Witness