

**NORTHERN REGION EDUCATIONAL SERVICES COMMISSION**

**INVITATION FOR BIDS**

Bid Specifications

**Bid No. 23-01**

**Bid Opening Date: Wednesday, May 24, 2023**

**Bid Opening Time: 10:00 a.m.**

**NORTHERN REGION EDUCATIONAL SERVICES COMMISSION**

**82 Totowa Road**

**Wayne, New Jersey 07470**

**NORTHERN REGION EDUCATIONAL SERVICES COMMISSION**  
**82 Totowa Road**  
**Wayne, New Jersey 07470**

**LEGAL NOTICE OF SALE TO BIDDERS**

The School Business Administrator/Board Secretary of the Northern Region Educational Services Commission, in the County of Passaic, State of New Jersey, by authority of said Commission, solicits sealed bids for the purchase and sale of two (2) office condominium units, located at 1037 Route 46 East, Suites C-201 and C-208, Clifton, NJ 07013 (collectively referred to as the "Property"). Bids are to be submitted to the Northern Region Educational Services Commission located at 82 Totowa Road, Wayne, New Jersey 07470 up to

**10:00 a.m. Prevailing Time**  
**Wednesday, May 24, 2023**

Specifications and full information may be obtained upon request at the Commission's office of the Northern Region Educational Services Commission located at 82 Totowa Road, 2<sup>nd</sup> Floor, Wayne, New Jersey 07470.

All bidders are encouraged to mail/deliver their bid responses in a timely manner via USPS, UPS, FedEx, courier and/or hand delivery. All bids must be submitted on the proposal form(s) provided or an exact duplicate in the manner designated and required by the specifications. Bids submitted must be enclosed in sealed envelopes bearing the name and address of the bidder, the title of the bid, and the words "Sealed Bid Enclosed".

All bids are to be addressed to the Business Administrator/Board Secretary, Northern Region Education Services Commission, 82 Totowa Road, 2<sup>nd</sup> Floor, Wayne, New Jersey 07470. All bids must be delivered at the place and before the hour mentioned above. The Commission takes no responsibility for the loss, non-delivery and/or physical condition of the bids that are sent to it by bidders. Bidders are solely responsible to ensure that all bids are submitted to the Commission in a timely manner, in order to be received by the time and date as specified herein. All bids that are received by the Commission after the designated time and date will be returned unopened/sealed.

The bid opening will be conducted in-person at the Commission's office, located at 82 Totowa Road, 2<sup>nd</sup> Floor, Wayne, New Jersey 07470 at 10:00 a.m.. The bid opening will also be streamed live, via webcast, which can be accessed via the Commission's website, (<https://www.nresc.org>) at the prevailing date and time, as indicated herein. During the bid opening process, the name of each bidder and their respective bid amounts will be announced. A bid review will not occur at the bid openings and the apparent highest bidder's submittal will be posted on the Commission's website for review as soon as practicable, following the bid opening.

The minimum bid amount is six hundred forty-five thousand dollars (\$645,000.00).

The sale will be to principals only and the Commission will not pay any broker/realtor commissions related to the same.

A three (3) day attorney review period shall not apply to the sale.

The successful bidder is required to submit a certified bank check to the Commission in the amount of twenty percent (20%) of the total bid/contract amount within twenty-four (24) hours of notification of the successful bid. The successful bidder is required to enter into a purchase contract within twenty-four (24) hours of notification of the successful bid. The Successful Bidder shall not be permitted to withdraw his/her/its bid once it is placed. The Successful Bidder shall submit a signed purchase and sale agreement, which can be viewed on the Commission's website, within twenty-four (24) hours of notification of the successful bid.

The Property is being sold in "as is and where is" condition. The Commission does not make any representations or warranties as to the condition or value of the Property or its suitability for any particular use and prospective bidders are encouraged to view/review the property.

The Commission will schedule an in-person showing of the property on Friday, May 12, 2023, 8:00 a.m.-12:00 p.m. EST, prior to the deadline for bid submissions.

Bidders are notified that the highest bid shall be subject to acceptance or rejection by the Commission. The Commission reserves the right to accept or reject any and/or all bids, including but not limited to the highest bid(s). In the event that the Commission fails or refuses to accept or reject any such highest bid(s), then such bid(s) shall be deemed to have been rejected. All sales are subject to final approval of the Commission. The Commission shall give notice of acceptance or rejection of bid(s) no later than its second regularly scheduled meeting following the bid openings.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

**NORTHERN REGION EDUCATIONAL SERVICES COMMISSION  
BID REQUIREMENTS**

**BIDDER'S CHECKLIST**

**Required Forms and Information**

Please verify that you have included fully executed copies of each of the following documents in your bid proposal. Failure to include an item may cause your bid to be rejected.

1. Bid Proposal Form signed by an authorized representative
2. Bid Acknowledgment Form signed by an authorized representative
3. Affidavit of Non Collusion signed by an authorized representative
4. Vendor Certification signed by an authorized representative
5. Political Contribution Form signed by an authorized representative
6. Statement of Ownership signed by an authorized representative
7. Investment in Iran Disclosure Form signed by an authorized representative
8. Contract for Sale of Real Estate Acknowledgment Form signed by an authorized representative
9. Acknowledgment of Receipt and Review of Supplemental Documentation by Bidders Form signed by an authorized representative

**NORTHERN REGION EDUCATIONAL SERVICES COMMISSION  
GENERAL TERMS AND CONDITIONS**

The Commission has determined that the condominium units being sold are no longer needed for school purposes in accordance with N.J.S.A. 18A:20-5. This constitutes an Invitation to Bid published in accordance with N.J.S.A. 18A:20-6. Sealed bids for the Property will be accepted, and the Property sold to the highest bidder in accordance with the terms and conditions of this Invitation to Bid. All bids shall satisfy any requirements and meet any terms and conditions of this Invitation for Bid. The minimum bid for the property that will be accepted shall be \$645,000.00. The Board reserves all rights to reject bids not meeting the minimum bid set forth or for any reason whatsoever.

**1. PREPARATION OF BID:**

The intent of this specification is to establish minimum requirements upon which solicitation of bids will be accepted for the purchase of two (2) office condominium units (collective referred to as the "Property") herein described. These specifications have been drafted in a manner to encourage free, open and competitive bidding.

Any person bidding on behalf of a corporation or limited liability company must either submit a copy of a resolution of the corporation/company or a letter on corporate stationery, signed by an officer of the corporation, authorizing the bidder to bid on the property on the corporation's behalf. A person bidding on behalf of a partnership or using a trade name must submit a copy of the certificate of trade name and a letter of authorization from the other partners. No other bidder may submit a bid on behalf of another, except that a husband or wife may bid on behalf of both.

**2. UNDERSTANDING OF PROPERTY BEING PURCHASED:**

- a) The Property is being sold in "AS IS" and "WHERE IS" condition with all faults. All prospective bidders are responsible for conducting their own investigations, due diligence, inspections, and testing of the property at its own cost and expense;
- b) The condominium units are connected and are being sold together;
- c) The Property is being sold subject to existing zoning, subdivision, health, and building regulations and codes, as well as the Notchview Condominium Association Bylaws. Purchaser stipulates that the sale price shall not be used as grounds to support a challenge of the existing assessment of the subject Property, nor shall the sales price be used as a comparable sale to challenge assessments of other properties;
- d) The Property is also being sold subject to the existing Lease Agreement dated October 3, 2018 between Northern Region Educational Services Commission and Notchview Pediatrics, LLC as assigned to Summit Health Management, LLC;
- e) The Purchaser shall pay the cost of recording fees;
- f) The Purchaser shall pay any and all realty transfer and other assorted fees and taxes, if applicable;
- g) With respect to the sale of the Property herein, the sale will be to Principals only;

- h) With respect to the sale of the Property herein, the Commission will not pay any broker/realtor commissions related to same;
- i) No representation is made by the Commission as to the utility, usability, or environmental condition of the property. The Commission makes no representation as to the presence of any on-site septic and well systems and recommends the bidder conduct a study to determine the existence of such systems. The Property will be available for inspection on Friday, May 12, 2023 8:00 a.m.-12:00 p.m. EST.
- j) It is suggested and recommended that potential bidders perform title searches and/or last owner and lien searches on the property prior to the date of bid submission in order that the potential bidder may be adequately apprised of any encumbrances or restrictions of record affecting the use and enjoyment of the property. It is further suggested and recommended that potential bidders exercise due diligence with respect to every statement of facts including open permits, local fines, penalties, taxes, assessments, etc., which may not be of record but which may nonetheless affect the use and enjoyment of the property. The Commission shall not be responsible for the costs associated with such searches in the event that the Commission is unable to convey title and/or if a bid is rejected. The Commission has compiled this Notice to benefit prospective bidders. To the best of the Commission's knowledge, the information contained in this Notice is accurate. The Commission and any of its officials, officers, employees, assignees, designees, agents or contractors shall not assume any liability for inaccuracies and respectfully instructs all interested parties to independently verify this information.
- k) All bids must satisfy all requirements and meet all terms and conditions of the Contract of Sale. All bidders recognize that this is a bid sale only and is not subject to an attorney review period. All bidders must review the Contract of Sale prepared by the Board's attorney and attached to the bidding specifications. The successful bidder will execute the Contract upon completion of bidding and deposit via certified bank check payable to the Commission in the amount of twenty percent (20%) of the total contract amount as an initial deposit, to be paid and submitted with the executed Contract of Sale within twenty-four (24) hours of notification of the successful bid. To execute the Contract, the bidder shall properly execute the Contract in the signature spaces at the end. Upon failure of the successful bidder to execute the Contract of Sale, the Commission shall retain that bidder's bid deposit herein below described. No title contingencies or conditions are permitted.
- l) The Commission reserves the right, pursuant to N.J.S.A. 18A:20-7 to reject all bids if it determines it to be in the public interest to do so.
- m) The failure of or omission of any bidder to receive or examine the instruction documents or to perform an inspection of the Property as herein provided for, shall in no way relieve such bidder from obligation with respect to the bid. No consideration will be given for any misunderstanding, it being mutually understood that the tender of the bid carries with it agreement to this and other obligations set forth in the specifications and requirements. The Commission will schedule an in-person showing of the property on Friday, May 12, 2023 8:00 a.m.-12:00 p.m. EST.

- n) The successful bidder shall bear the cost of the recording of the deed and agrees that deeds shall be recorded on behalf of the Purchaser by the Commission or by an attorney or title company representing the successful bidder. The successful bidder will not be permitted to assign his or her bid nor any right, title, or interest in the property on which the bid was made prior to or at closing of title.

### **3. HOW TO ADDRESS BIDS:**

All bids are to be addressed to the Business Administrator/Board Secretary, Northern Region Education Services Commission, 82 Totowa Road, 2nd Floor, Wayne, New Jersey 07470. All bids must be delivered at the place and before the hour mentioned above. The Commission takes no responsibility for the loss, non-delivery and/or physical condition of the bids that are sent to it by bidders. Bidders are solely responsible to ensure that all bids are submitted to the Commission in a timely manner, in order to be received by the time and date as specified herein. All bids that are received by the Commission after the designated time and date will be returned unopened/sealed.

All bids must be submitted on the proposal form(s) provided or an exact duplicate in the manner designated and required by the specifications. Bids submitted must be enclosed in sealed envelopes bearing the name and address of the bidder, the title of the bid, and the words "Sealed Bid Enclosed". The Commission shall not be responsible for the premature opening and disqualification of any bid not so marked. All documents returned to the Commission shall be signed with an original signature in blue ink. Failure to sign and return all required documents with bid may be cause for disqualification. The Board will not accept facsimile or rubber stamp signatures.

### **4. DELIVERY OF BIDS:**

All bidders are encouraged to mail/deliver their bid responses in a timely manner via USPS, UPS, FedEx, courier and/or hand delivery. In the case of mailed bids, the Commission assumes no responsibility for bids received after the designated date and time and will return late bids to the bidder unopened. If bidder feels as though delivery of the bid might interfere with the bid arriving to the Commission offices on time, it is recommended that the bidder use a courier to hand deliver the bid to the front desk at the above address.

### **5. LATE BIDS:**

No bids, under any circumstances, shall be acceptable after the due date and time. Any bidder who mails his/her bid accepts all responsibility for any delay in delivery, including but not limited to delivery to wrong address.

### **6. MODIFICATIONS TO BID SUBMISSION:**

Modifications of previously submitted bids shall not be permitted. Bidders seeking to make changes to their bids after they are submitted, must withdraw and resubmit their bids in accordance with the requirements of these instructions.

Any inconsistency between words and figures will be resolved in favor of words.

Bidders may not modify a non-responsive bid after opening of the bids in order to make it responsive; however, the Commission may request a Bidder to clarify its bid as long as no material modification is made. Any request for clarification and the response shall be in writing or by fax, but no material change in the price or substance of the bid shall be sought, offered, or permitted, except as may be required to confirm the correction of arithmetic or obvious clerical and/or typographical errors as set forth herein.

**7. PRICES TO BE HELD:**

Bid prices shall hold for a period of 60 days after the date of opening for purposes of award.

**8. EXPLANATIONS TO BIDDERS:**

Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid, specifications, etc. must be requested in writing and received by the Business Office within eight (8) Commission Business days, excluding days which the Commission is closed for holidays, in service, etc. prior to the bid opening so a reply can be issued to all bidders. Neither the Commission nor their authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.

**9. SUBMISSION OF BID / WITHDRAWAL OF BID:**

Any bid may be withdrawn prior to the date/time of the opening or authorized postponement thereof. A written request for the withdrawal of a bid must be received prior to the advertised date and time of opening for the request to be granted. Any bid received after the opening date/time will not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening.

**10. REJECTION OF BIDS:**

The Commission may reject any or all bids if it determines it to be in the public interest to do so and as allowed by law.

**11. AWARD OF CONTRACT:**

The Property will be sold to the highest bidder whose bid meets or exceeds the minimum price set by the Commission, if any, and as allowed by law. The Commission reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.

Upon notice of the successful bid by the Commission, the Purchaser shall be required to sign the enclosed Contract for Sale of Real Estate and submit a deposit via certified bank check payable to the Commission in the amount of twenty percent (20%) of the total contract amount as an initial deposit, to be paid and submitted to the Commission within twenty-four (24) hours of notification of the successful bid. The Purchaser will be required to include the enclosed Acknowledgment of Agreement for Sale of Property Form with Purchaser's Bid Documents. The Parties acknowledge that this sale is not being completed with the assistance of real estate agents and that the



Commission shall not pay any real estate broker/agent fees, commissions, etc. The Invitation to Bid and the within Agreement were provided to Purchaser prior to Purchaser bidding on said property, as such, neither party is entitled to an Attorney Review Period.

A written notice of sale mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall be deemed to result in a binding contract without further action by either party. Said contract shall include all terms and conditions set forth in these specifications, drawings, advertisement, addenda, or any other document issued by the board of education in relation to this Invitation for Bid.

The Commission's acceptance or rejection of the bids shall be made not later than at the second regular Board of Directors meeting following the opening of the bids. No bid shall be considered finally accepted until passage by the Board of Directors of a Resolution accepting such bid. Irrespective, the Commission reserves its right to terminate sale of the property until such time that a contract for sale has been formally approved for execution by the Board of Directors. Any material prepared and distributed in connection with this sale is for convenience purposes only and is intended to give prospective bidders a general understanding of the condition, location and size of the property. The Commission is not responsible for errors that may appear in such materials.

#### **12. FEDERAL, STATE AND LOCAL LAWS:**

The successful bidder must conform to all Federal, State and Local Laws, ordinances, codes, rules and regulations of health, public, or other authorities controlling, or limiting the methods, the material to be used, or actions of those employed in work of this kind. All work, labor, or material necessary to comply with these laws, codes, ordinances, rules, and regulations shall be performed and furnished by said successful bidder.

#### **13. PAYMENT TERMS:**

Full payment of the purchase price must be received at closing. The successful bidder will be required to pay by certified bank check, a deposit equal to twenty percent (20%) of the price of the bid within twenty four (24) hours of notification of the successful bid and simultaneous with execution of the Contract for Sale of Real Estate. The balance of the purchase price is to be paid by wire transfer, official bank check or attorney trust account check at closing on delivery of Bargain and Sale, Covenants against Grantor's Acts Deed on the terms and conditions provided in the Contract for Sale of Real Estate, to be delivered at the closing of title, which shall be scheduled at a mutually agreed upon date and location. Pending closing of title, the deposit will be held by the Commission in a non-interest bearing escrow account, to be credited to the purchase price at closing. Purchaser agrees that failure to close title as agreed shall forfeit to the Commission any and all money deposited with the Commission.

#### **14. IRAN DISCLOSURE:**

Bidders MUST submit a Disclosure of Investment Activities in Iran form with their bid.

**15. INDEMNITY:**

The successful bidder agrees that he or she shall indemnify and hold the Commission harmless from any claim whatsoever arising out of the Commission's ownership interest including but not limited to environmental cleanup costs.

**16. REAL ESTATE TAXES / UTILITY CHARGES:**

The successful bidder agrees that he or she shall pay prorated real estate taxes, water, and sewer charges, if any, for the balance of the current year, as of the date of closing.

**17. LIQUIDATED DAMAGES:**

A failure by the Purchaser to fully comply with the terms, conditions, requirements and regulations of sale as herein contained shall be considered, at the option of the Commission, as a material breach of the conditions of sale whereupon the Commission may declare said contract or purchase terminated and at an end. All monies paid on behalf of the purchase price, by way of deposit or otherwise, may be retained by the Commission as its liquidated damages and it may thereafter resell said property and/or pursue such other and further legal and/or equitable remedies as it may have and the defaulting Purchaser shall continue to remain liable for all damages and losses sustained by the Commission by reason of any such default.

## **LAND SPECIFICATIONS**

The Northern Region Educational Services Commission is seeking bids for the purchase of two (2) office condominium units, located at 1037 Route 46 East, Suites C-201 (Block 39.04, Lot 21, Qualification CC201) and C-208 (Block 39.04, Lot 21, Qualification CC208), Clifton, New Jersey 07013.

This property is zoned 4A-Commercial.

**CONTRACT FOR SALE OF REAL ESTATE**

This CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023 between the Northern Region Educational Services Commission, (hereinafter referred to as the “Seller”, “Owner” and/or the “Commission”), and \_\_\_\_\_ whose address is \_\_\_\_\_ (hereinafter referred to as the “Purchaser” and/or the “Buyer”) (hereinafter Seller and Purchaser are collectively referred to as the “Parties”)

**WITNESS:**

**WHEREAS**, Seller is the owner of two (2) office condominium units, located at 1037 Route 46 East, Suites C-201 (Block 39.04, Lot 21, Qualification CC201) and C-208 (Block 39.04, Lot 21, Qualification CC208), Clifton, New Jersey 07013 (hereinafter the two office condominium units are also collectively referred to as the “Property”); and

**WHEREAS**, Seller has agreed to sell and convey to Purchaser, and Purchaser has agreed to purchase the Property for the consideration and upon the terms and conditions herein set forth.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Purchaser, Seller hereby agrees to sell and convey the Property to Purchaser upon the terms and conditions hereinafter set forth.

1. **PURCHASE CONTRACT.** The Seller agrees to sell and the Purchaser agrees to buy the Property described in this contract, known as 1037 Route 46 East, Suites C-201 (Block 39.04, Lot 21, Qualification CC201) and C-208 (Block 39.04, Lot 21, Qualification CC208), Clifton, New Jersey 07013, condominium units within the entity known as Notch View, a Condominium.
2. **PURCHASE PRICE.**

Bid/Purchase Price \$ \_\_\_\_\_

At the time of closing of title (“Closing”) the entire Bid Price, as listed above less the deposit amount received by the Seller from the Purchaser, will be payable to the Commission by certified bank check, wire transfer or attorney trust account check. Buyer is responsible for paying any premiums and/or commissions at the time of closing.

3. **PROPERTY.** The Property to be sold consists of the two (2) office condominium units and all of the Seller’s rights and privileges related thereto (“Property”), appertaining, situated, lying and being in the municipality of Clifton, in the County of Passaic, and the State of New Jersey known as 1037 Route 46 East, Suites C-201 (Block 39.04, Lot 21, Qualification CC201) and C-208 (Block 39.04, Lot 21, Qualification CC208), Clifton, New Jersey 07013, which comprise a combined approximate total square footage of two thousand six hundred ninety-one (2,691) square feet in the Notchview Condominium Association. A full legal description of the Property is attached hereto as Schedule A and made a part hereof. The conveyance shall be subject to the Bylaws of the Notchview Condominium Association and include all rights, title and interest, if any, of the Seller in and to (a) all easements, rights-of-

way or use, privileges, licenses, permits, leases and rights which relate to, benefit or serve the Property; (b) all structures, fixtures, devices and equipment, if any, which are affixed to the Property and which are not trade fixtures owned by Seller and/or any tenants in possession. The Property is also subject to the Lease as more particularly described in paragraph 7(a.)(x.) below.

4. PAYMENT OF PURCHASE PRICE. The Purchaser will pay the purchase price as follows:

Deposit via certified bank check payable to Commission in the amount of twenty percent (20%) of the total contract amount as an initial deposit, to be paid and submitted with this contract of sale executed by the Purchaser and submitted to the Commission within twenty-four (24) hours of notification of the successful bid.

\$ \_\_\_\_\_

Balance to be paid at closing of title will be payable to the Commission by official bank check, wire transfer or attorney trust account check at closing on delivery of Bargain and Sale, Covenants against Grantor's Acts Deed on the terms and conditions provided in this Contract, to be delivered at the closing of title, which shall be scheduled at a mutually agreed upon date and location.

\$ \_\_\_\_\_

Commissions to be paid to real estate agent(s)/broker(s) to be paid by Purchaser.

\$ \_\_\_\_\_

Total amount due at closing from Purchaser

\$ \_\_\_\_\_

5. DEPOSIT MONIES. All deposit monies that are/were submitted by the successful bidder shall be non-refundable. A deposit in the amount of twenty percent (20%) of the bid shall be submitted to the Commission within twenty-four (24) hours of notification of the successful bid and simultaneous with the execution of the Contract for Sale of Real Estate. Subsequent to the opening of bids, all deposit monies from the successful bidder shall be held by the Seller. If the deposit monies are invested in an interest-bearing account, all earnings belong to the Seller and shall not be a credit against the purchase price. In case of forfeiture by the successful bidder of any earnest money/deposit payment(s) upon the Property, all deposit monies shall be retained by the Seller and shall not be returned to the successful bidder.

6. GOVERNMENT AGENCY APPROVAL. This transaction is subject to all statutes, codes, regulations, rules, policies, ordinances, including but not limited to all of the provisions of N.J.S.A. 18A, N.J.A.C. 6A and N.J.A.C. 5:34-5.11 et seq. The Parties acknowledge that the disposition of the Property may be subject to final approval by the New Jersey State Department of Education ("NJDOE") and/or other State and Federal agencies. Seller advises Purchaser that, as of the day of the bid opening, it does not appear that NJDOE is required to approve the sale of the Property; however, to the extent that any additional approvals are needed from the NJDOE in order to effectuate the conveyance of the Property, the Seller will submit any required applications for further approval of the sale within seven (7)

business days of receipt of an executed copy of this Agreement and deposit monies from the Buyer. The Seller shall diligently prosecute the aforementioned application, as well as any other required applications to State and Federal agencies, if necessary. Notwithstanding anything set forth in this Agreement to contrary, all timelines set forth in this Agreement which apply to Buyer shall not commence unless and until the Seller provides written notice to the Buyer that it has received the last of any required approval(s), if so required from the NJDOE and/or any other State and Federal agencies, to dispose of the Property.

In the event that the NJDOE and/or any other State and Federal agencies do not authorize, deny or otherwise prohibit(s) the Seller from selling the Property to the Buyer, the Seller shall give written notice to Buyer within fourteen (14) days of the Seller's receipt of such notification from the NJDOE and/or any other State and Federal agencies and this Agreement shall be deemed terminated and cancelled.

Alternatively, at the discretion of Seller, in the event that the NJDOE and/or any other State and Federal agencies do not authorize, deny or otherwise prohibit(s) Seller from selling the Property to Buyer, Seller shall give written notice of the determination by the NJDOE and/or any other State and Federal agencies to the Buyer within fourteen (14) days of Seller's receipt of such notification from the NJDOE and/or any other State and Federal agencies and immediately undertake reasonable and good faith efforts to appeal the determination by the NJDOE and/or any other State and Federal agencies. In the event that the Seller's appeal of the NJDOE's and/or any other State and Federal agencies' determination(s) is unsuccessful, the Seller shall notify the Buyer of same and this Agreement shall be deemed terminated and cancelled and all Deposit Monies held by Seller shall be returned to Buyer, less any interest earnings on such Deposit Monies, which shall belong to the Seller.

## 7. REPRESENTATIONS AND WARRANTIES.

- a. Seller represents and warrants to Buyer that the following are true and correct to the best of its knowledge, information and belief, without independent investigation on the date hereof, which representations and warranties where the context so indicates, will also be true on the date of Closing:
  - i. Organization & Authorization. The Seller has the requisite power and authority to enter into this Agreement, subject to final approval of the disposition of the Property by the New Jersey State Department of Education and/or any other State and Federal agencies. The execution, delivery and performance by the Seller of this Agreement are within the authority of the Seller under, and will not violate, the statutes, rules and regulations establishing the Seller and governing its activities, have been duly authorized and will not result in the breach of any material agreement to which the Seller is a party or, to the best of its knowledge and belief, any other material agreement by which the Seller or its material assets may be bound or affected.
  - ii. Attachments, etc. Other than that which is referenced and contained herein and within the bid specifications, including but not limited to: (a) the mortgage made by Passaic County Educational Services Commission (Seller's prior name) to Columbia Bank, in the amount of \$500,000.00, dated September 15, 2008, and (b) the assignment of rents and leases made by Passaic County Educational Services Commission (Seller's prior name) to

Columbia Bank, dated September 15, 2008, there are no other attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened in writing against Seller.

- iii. Seller Not Foreign Person. Seller is not a foreign person (as the term is defined in Section 1445 of the Internal Revenue Code as amended by the Foreign Investment in Real Property Tax Act of 1980 ["FIRPTA"]) and if requested by Buyer, Seller will execute an affidavit to that effect in compliance with FIRPTA at Closing.
- iv. Prior Usage. The Seller represents that during the course of its ownership of the Property, the Property has been used for education purposes and as offices for medical providers.
- v. Easements and Restrictions. There are no covenants, easements or restrictions known to Seller other than those of record, if any.
- vi. Right of Way. The Property has frontage on Brown Street in Commercial Township, New Jersey.
- vii. ISRA. The Property has been used as set forth in subparagraph iv above and has not been subject to any use which, as of the closing date, is governed under the Industrial Site Recovery Act (N.J.S.A. 13:1K-6 et seq.) ("ISRA"). No hazardous substances or wastes within the meanings of ISRA and the Spill Compensation and Control Act (N.J.S.A. 58:10-23.11 et seq.) or other toxic or other hazardous material ("hazardous substances") have been produced, refined, treated, used, sorted, disposed of, or discharged at the Property during the Seller's ownership of the Property. To the knowledge of the Seller, during its ownership, it has properly disposed of all hazardous substances and wastes of any kind, if any, generated by the use of the Property, and that during Seller's ownership, there have been no tenants at the Property other than Notchview Pediatrics, LLC and Summit Health Management, LLC. The Seller has no knowledge of any summons, citations, directive, letter or other communication, written or oral, from the New Jersey Department of Environmental Protection ("NJDEP") or the Federal Environmental Protection Agency ("EPA") concerning any intentional or unintentional act or omission resulting in the releasing, spilling, leaking, pumping, pouring, emitting, emptying, or dumping from or on the Property of "Hazardous Substances" into the waters or onto the lands of the State of New Jersey, resulting in damage to the lands, water, fish, shellfish, wildlife, biota, air and other resources owned, managed, held in trust or otherwise controlled by the State of New Jersey or others.
- viii. No Actions. There is no action, suit or proceeding pending or threatened against or affecting the Property, relating to or arising out of the operation of the Property or against Seller or the current owner with respect to the transaction contemplated hereby, before any court or federal, State, county or municipal department, commission, board, bureau or administrative agency or other governmental instrumentality, nor to the knowledge of Seller, is there

any basis for any such action or proceeding, including, but not limited to, proceedings for involving collections, evictions, condemnation, eminent domain actions, alleged building code or zoning violations, personal injuries or property damage.

- ix. No Unpaid Bills. At Closing, there will be no contract made by Seller for any improvements to the Property which has not been fulfilled or amounts owed for labor or materials furnished prior to closing which have not been paid for and there are no mechanic's liens (whether or not perfected) on or affecting the Property.
- x. Leases. The Seller advises and the Buyer acknowledges that the Property is currently occupied and is being used as medical offices. The current lease term for Notchview Pediatrics, LLC commenced on December 1, 2018 and ends on November 30, 2023. An extension of the lease for one (1) five (5) year term is available to the Tenant as a renewal option, pursuant to the lease. The Seller also advises and the Buyer also acknowledges that a full and complete copy of the current lease between the Seller and Notchview Pediatrics, LLC has been provided to and reviewed by Buyer. The Seller further advises and the Buyer further acknowledges that an Assignment and Assumption of Lease and Consent to Assignment, effective as of February 3, 2020, has been made by and among Notchview Pediatrics, LLC, the Assignor, Summit Health Management, LLC, the Assignee and the Seller as Landlord. The Seller advises and the Buyer acknowledges that a full and complete copy of the Assignment and Assumption of Lease and Consent to Assignment documentation has been provided to and reviewed by the Buyer. No third party has an option or other right, including a right of first refusal, to purchase the Property or any part thereof.
- xi. No Claims. Seller represents that there are no pending claims and to the best of its knowledge there are no circumstances, facts or events which are likely or probable to result in any claims against the Seller or the Buyer as a result of ownership of the Property.
- xii. Contaminants. There has been no discharge of any Contaminant at the Property except as in compliance with all Environmental Laws. "Contaminants" means any regulated substance, toxic substance, hazardous substance, hazardous water, pollution, pollutant or contaminant, as defined or referred to in the New Jersey Environmental Rights Act, N.J.S.A. 2A:35A-1 et seq.; the New Jersey Spill Compensation and Control Act, as amended, N.J.S.A. 58:10-23.11 et seq.; the New Jersey Air Pollution Control Act, N.J.S.A. 26:2C-1 et seq.; the Hazardous Substances Discharge: Reports and Notices Act, N.J.S.A. 13:1K-15 et seq.; the Industrial Site Recovery Act, as amended, N.J.S.A. 13:1K-6 et seq.; the "Tank Laws" as defined below; the Resource Conservation and Recovery Act, as amended; 42 U.S.C. §6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, as amended 42 U.S.C. §9601 et seq.; the Water Pollution and Control Act, 33 U.S.C. §1251 et seq.; together with any amendments thereto, regulations promulgated thereunder and all substitutions thereof, as well as words of similar purport or meaning referred to in any other applicable



Environmental Law now existing or hereafter enacted or promulgated, including, without limitation, radon, asbestos, polychlorinated biphenyls, urea formaldehyde and petroleum products and petroleum based derivatives. Where an Environmental Law defines any of these terms more broadly than another, the broader definition shall apply. "Discharge" or "Discharged" means the releasing, spilling, leaking, leaching, disposing, pumping, pouring, emitting, emptying, treating or dumping or Contaminants at, into, onto, or migrating from or onto the Property, regardless of whether the result of an intentional or unintentional action or omission. "Environmental Law" or "Environmental Laws" means each and every applicable federal, State of New Jersey, County, municipal statute, ordinance, rule, regulation, order, code, directive or requirement, together with all successor statutes, ordinances, rules, regulations, orders, codes, directives or requirements, of any Governmental Authority in any way related to Contaminants. Seller has not received nor is aware of any letter or other communication written or oral from any Governmental Entity relating to a release or Discharge of Contaminants at the Property or any violation of any Environmental Law.

- xiii. Storage of Contaminants. No Contaminants have been Stored at the Property other than in concentrations and quantities typically available to any household and/or office and/or school district and/or medical office consumer. Thus, by way of example, the presence of paint remover in a concentration and quantity available in any retail hardware store could have been present on the Property, but the same material in larger containers (even in the same concentration) were not. "Store" and "Stored" means the temporary or permanent retention of a material at the property in any container or impoundment regardless of whether such material is present with the permission of any owner of the Property. In addition, there have been no improper disposal practices by any operation of the Seller on the Property.
- xiv. Enforcement Actions. There have been no Enforcement Actions relating to any Environmental Law regarding the Property. "Enforcement Action" means one or any number of demands, whether written or oral, by any Governmental Entity requiring action on part of Seller or any prior owner of the Property or any current or prior tenant operating on the Property regardless of whether a fine, penalty or fee was imposed or threatened but includes any imposition of, claim for or threat of a fine, penalty or fee for an alleged violation of any applicable rule, regulation, ordinance, resolution, covenant, easement, license, prohibition or statute issued by or in favor of any Governmental Entity. "Governmental Entity" shall mean the federal, State of New Jersey, County or Municipal government, or any department, agency, bureau of other similar type body obtaining authority therefrom, or created pursuant to any law, including, without limitation, Environmental Laws.
- xv. Underground Storage Tanks ("USTs"). Seller represents that to the best of its knowledge, there have never been any USTs on the Property. "UST" means each and every "underground storage tank", whether or not subject to the Tank Laws, as well as the "monitoring system", the "leak detection system", the "discharge detection system" and the "tank system" associated

with the "underground storage tank", as those terms are defined by the Tank Laws. "Tank Laws" shall mean the New Jersey Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21 et seq., and the federal underground storage tank law (Subtitle I) of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et seq., together with any amendments thereto, regulations promulgated thereunder, and all substitutions thereof, and any successor legislation and regulations.

In the event any of the foregoing representations shall be untrue at the time of closing, Buyer may cancel this Agreement. This right to cancel or defer closing shall be in addition to any and all other rights of Buyer if the Seller has made any knowing misrepresentations herein.

8. **TRANSFER OF OWNERSHIP.** At the closing, the Seller will transfer ownership of the Property to the Purchaser. The Seller will give the Purchaser a properly executed Deed and an Affidavit of Title. Seller shall also provide Purchaser with a Release of Mortgage or funds for the release of any Mortgage which may affect the Property, if applicable.
9. **TYPE OF DEED.** A Deed is a written document used to transfer ownership of Property. In this sale, the Seller agrees to provide and the Purchaser agrees to accept a Deed known as Bargain and Sale Deed with Covenants against Grantor's Acts.
10. **PHYSICAL CONDITION OF THE PROPERTY.** This Property is being sold "AS IS, WHERE IS". PURCHASER ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE PROPERTY IN "AS IS" AND "WHERE IS" CONDITION, WITH ANY AND ALL FAULTS AND DEFECTS, WHETHER LATENT OR PATENT, AND SUBJECT TO ORDINARY WEAR AND TEAR FROM THE DATE HEREOF THROUGH THE CLOSING DATE. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING UPON, AND THAT SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, PROMISES, BROKER'S "SET-UPS", AUCTIONEER AND/OR AUCTION FEES, BUYER'S PREMIUM FEES, SALES COMMISSIONS, STATEMENTS, REPRESENTATIONS OR INFORMATION REGARDING THE PROPERTY' PHYSICAL OR ENVIRONMENTAL CONDITION, INCOME, EXPENSES, OPERATION, USE, COMPLIANCE WITH LAWS, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS CONTRACT. The Seller does not make any claims or promises about the condition, zoning or uses, or value of any of the Property included in this sale. The Purchaser acknowledges and agrees that it has inspected the Property and/or has had the opportunity to inspect the property. Purchaser has the right to conduct a walk through inspection of the Property prior to closing and with prior notice to Seller. The Seller will take no actions that will in any way impact negatively on the present use of the land.
11. **CONDITION OF TITLE - TITLE INSURANCE.** Quality of Title. Title to be transferred by Seller to Buyer shall be insurable by any title insurance company licensed to do business in the State of New Jersey, subject to easements and restrictions of record providing the easements and restrictions do not render title uninsurable. If title is not insurable, the Buyer's sole remedy shall be to terminate this Contract and upon such termination, all Deposit Monies held by Seller shall be returned to buyer, less any interest earnings on such Deposit Monies, which shall belong to the Seller.

12. DELIVERIES AT CLOSING OF TITLE.

a. At closing, Seller will deliver to Buyer:

- i. Bargain and Sale Deed with Covenants against Grantor's Acts in sufficient and recordable form to convey the Property being conveyed and incorporating the metes and bounds description prepared pursuant to a current survey, obtained at the Buyer's sole cost and expense. The Deed shall also include an 8½ inch by 11 inch reduced copy of the survey to be provided by the Buyer.
- ii. An affidavit of title in usual and customary form, and including representations as to the name and address of the Seller and the authority to execute documents on behalf of the Seller.
- iii. An Affidavit pursuant to the Foreign Investment and Real Property Tax Act ("FIRPTA").
- iv. An executed 1099-S form, along with completed and executed copies of any and all other forms that may be required by local, State and federal taxing authorities and any other applicable governmental agency.
- v. A completed Sellers Residency Certification/Exemption Form stating that the Seller is not required to make an estimated gross income tax payment to the State of New Jersey or Non-Resident Seller's Tax Declaration and/or tax payment receipt whichever may be applicable in accordance with the requirements of Chapter 55 of Public Law 2004.
- vi. Copies of any engineering and architectural reports, surveys, plans and maps in Seller's possession.
- vii. Such other documents as may be reasonably requested by the Purchaser's title insurance company to convey title to the Property.

b. Seller has and retains the right to satisfy any encumbrances, other than a condemnation of any part of the Property, out of the proceeds of closing.

13. SURVEY. The Buyer and Seller agree that any survey will be at the expense of the Buyer. If the Buyer does not obtain the applicable survey and submit it to the title company within the time appropriate to the title company prior to the closing date hereof, Buyer agrees to take title subject to the survey exception set forth in the Title Report.

14. RISK OF LOSS. The Seller is responsible for any damage to the Property, except for in the event loss or damage to the Property exceeds 10%, then Seller may elect to either repair the damage, provide an appropriate credit at closing, or terminate this Contract.

15. ASSESSMENT FOR MUNICIPAL IMPROVEMENTS. Seller knows of no existing or partly constructed municipal improvements affecting the Property which have been assessed and not fully paid for. Accordingly: (1) if there is a confirmed municipal assessment against

the Property, Seller shall pay the balance thereof at or prior to Closing; or (2) if a municipal improvement has been started, which has not yet been confirmed, but for which there will be a future assessment against the Property, Seller shall pay the full amount of that assessment at the Closing; if the amount is not known at that time, an amount will be withheld from the proceeds of sale at the Closing and held in escrow to pay the assessment in full when it becomes known; or (3) if there is an unconfirmed assessment for a municipal improvement which has not been started before the date of this Agreement, then the Purchaser shall be responsible for the payment of that assessment when it is confirmed by the municipality.

16. **ADJUSTMENTS AT CLOSING.** All adjustments, including real property taxes, and water and sewer charges/rents, are to be adjusted, apportioned and allowed as of the date of closing of title and delivery of the Deed to each portion of the Property, based upon a three hundred sixty-five (365) day year. Any roll-back taxes that are incurred shall be the responsibility of the Seller.
17. **POSSESSION.** At the closing, the Buyer will be given possession of the Property. This conveyance shall be subject to the rights, if any, of the public and others in and to any common areas, streets, and waterways on or abutting the Property.
18. **PARTIES LIABLE; LIQUIDATED DAMAGES.** This contract is binding upon all Parties who sign it. Neither this Contract, nor any right or rights under this Contract, shall be assigned by the Buyer without the prior written consent of the Seller. Any assignment made in violation of these provisions shall be null and void. Buyer represents that he/she/it has sufficient cash available to consummate the within transaction. Unless the conditions of this Contract shall in all respects be complied with by Buyer in the manner provided in this Contract, Buyer shall lose all rights, remedies or actions either at law or equity under this Contract, Buyer shall lose the deposit as liquidated damages, such damages being difficult, if not impossible, to ascertain, and Seller shall be released from all obligations to convey said Property and retains the right to seek further damages due to Buyer's default. This Contract shall become null and void and neither party shall have further rights against the other. Buyer agrees that this Contract shall not be recorded. If Seller is unable to convey title as set forth herein, Buyer's sole remedy shall be the return of Buyer's deposit, less any interest that may have accrued on such deposit monies, which shall remain with Seller.
19. **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 or to that party's attorney. Service shall be deemed effective upon the earlier of actual notice or after three (3) business days after placing such notice in the mail.
20. **BROKERAGE.** Seller has not and will not pay any commissions of any kind to any brokers, realtors, auctioneers, etc., including, but not limited to any commissions to Buyer's agents. Buyer shall be solely responsible for the payment of any commissions to be paid to brokers, realtors, etc.
21. **COMPLETE CONTRACT.** This contract is the entire and only Contract between the Purchaser and the Seller. This contract replaces and cancels any previous Contract between the Purchaser and the Seller. This contract can only be changed by a Contract in writing

signed by both Purchaser and Seller. The Seller states that the Seller has not made any other contract to sell the Property to anyone else.

20. FARMLAND ASSESSMENT. Property is/is not presently under farmland assessment. Rollback taxes, if any, as a result of a change in use by Purchaser, will be the responsibility of the Purchaser.
21. TENANCIES. The Property is being sold subject to the Lease(s) referenced in Paragraph 7(a)(x) above, copies of which the Purchaser confirms having received from Seller and reviewed prior to the date of the closing of title.
22. ATTORNEY REVIEW. This Contract was reviewed by Seller's counsel. While the terms and conditions herein are non-negotiable and will not be altered, it has been made available for review by prospective purchasers and their legal representation prior to the opening of bids and on the day in which the bids are opened. Both Parties acknowledge, understand and agree that **the three (3) day attorney review period does not apply to this transaction.**
23. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT. By signing below, below, the Seller and Purchaser acknowledge that they have received the Consumer Information Statement on New Jersey Real Estate Relationships from the brokerage firms that may be involved in this transaction prior to the first showing of the Property.
24. MEGAN'S LAW STATEMENT: UNDER NEW JERSEY LAW, THE COUNTY PROSECUTOR DETERMINES WHETHER AND HOW TO PROVIDE NOTICE OF THE PRESENCE OF CONVICTED SEX OFFENDERS IN AN AREA. IN THEIR PROFESSIONAL CAPACITY, REAL ESTATE LICENSEES ARE NOT ENTITLED TO NOTIFICATION BY THE COUNTY PROSECUTOR UNDER MEGAN'S LAW AND ARE UNABLE TO OBTAIN SUCH INFORMATION FOR YOU. UPON CLOSING, THE COUNTY PROSECUTOR MAY BE CONTACTED FOR SUCH FURTHER INFORMATION AS MAY BE DISCLOSABLE TO YOU.
25. NOTICE ON OFF-SITE CONDITIONS: PURSUANT TO THE NEW RESIDENTIAL CONSTRUCTION OFF-SITE CONDITIONS DISCLOSURE ACT, P.L. 1995 C.253, THE CLERKS OF MUNICIPALITIES IN NEW JERSEY MAINTAIN LISTS OF OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF RESIDENTIAL PROPERTIES IN THE VICINITY OF THE OFF-SITE CONDITION. PURCHASERS MAY EXAMINE THE LISTS AND ARE ENCOURAGED TO INDEPENDENTLY INVESTIGATE THE AREA SURROUNDING THIS PROPERTY IN ORDER TO BECOME FAMILIAR WITH ANY OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF THE PROPERTY. IN CASES WHERE A PROPERTY IS LOCATED NEAR THE BORDER OF A MUNICIPALITY, PURCHASERS MAY WISH TO ALSO EXAMINE THE LIST MAINTAINED BY THE NEIGHBORING MUNICIPALITY.
26. SUPPLEMENTAL INFORMATION: Purchaser acknowledges receipt of and has carefully reviewed the additional information about the Property that was provided by Seller.
27. CLOSING: The closing of title shall take place within forty-five (45) days of Seller's formal acceptance of the bid, by way of a formal Commission vote and resolution, subject to any extensions of time that may be required in order to obtain all required authorizations for the sale from the State of New Jersey, the New Jersey Department of Education and/or any other

applicable federal, State and/or local government agency, regulatory agency, etc., or as may be mutually agreed upon between the Commission and Purchaser. The Parties acknowledge that the closing date is a targeted date only and that same may change in the event that the due diligence period is extended by the Parties and/or if additional approvals for the sale by the Commission are required.

28. RELEASE. Purchaser releases, quit claims and forever discharges Seller, its LICENSEES, EMPLOYEES and any OFFICERS, PARTNERS, ATTORNEYS and AGENTS of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Contract, or in violation of any seller disclosure law or regulation, this release does not deprive Purchaser of any right to pursue any remedies that may be available under law or equity. This release shall survive settlement.

IN WITNESS THEREOF, the Parties hereto have duly executed this Contract this day and year first above written.

_____ Witness	_____ Purchase	_____ Date
_____ Witness	_____ Purchaser	_____ Date
_____ Witness	_____ Seller	_____ Date
_____ Witness	_____ Seller	_____ Date

SCHEDULE A

**SCHEDULE A  
LEGAL DESCRIPTION**

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Clifton, County of Passaic State of New Jersey:

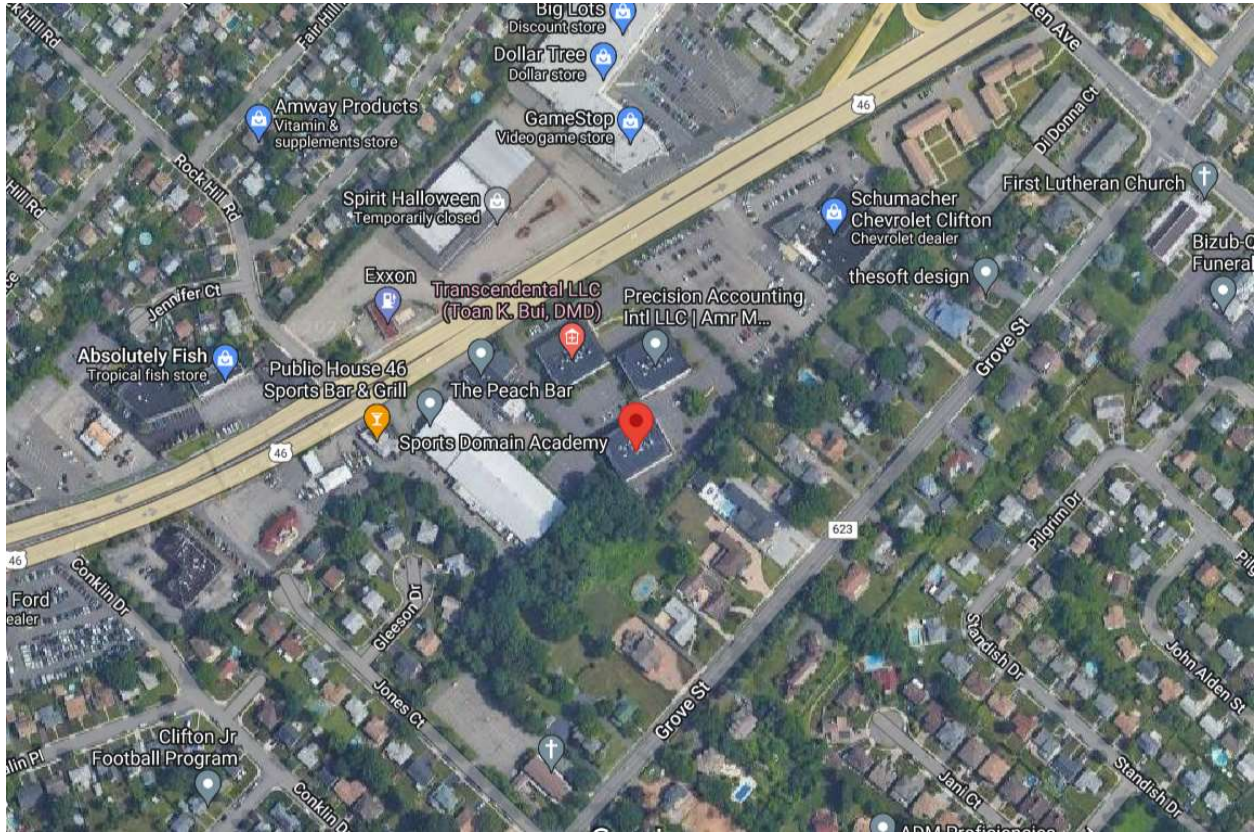
**BEING KNOWN AND DESIGNATED** as Unit No. C 201 Building C in "Notch View, a Condominium", together with an undivided 1.975 percentage interest in the Common Elements appurtenant thereto, in accordance with and subject to the terms, limitations, conditions, covenants, restrictions, easements, charges and other provisions of the Master Deed dated March 3, 1982 and recorded March 8, 1982 in the Passaic County Register's Office in Deed Book I-108 page 166 and as amended in Deed Book F-111 Page 563, Deed Book H-114 Page 551, Deed Book S-117 Page 205 and Deed Book R-118 Page 470 and as the same may be further amended.

**BEING KNOWN AND DESIGNATED** as Unit No. C 208 Building C in "Notch View, a Condominium", together with an undivided 1.231 percentage interest in the Common Elements appurtenant thereto, in accordance with and subject to the terms, limitations, conditions, covenants, restrictions, easements, charges and other provisions of the Master Deed dated March 3, 1982 and recorded March 8, 1982 in the Passaic County Register's Office in Deed Book I-108 page 366 and as amended in Deed Book F-111 Page 563, Deed Book H-114 Page 551, Deed Book S-117 Page 205 and Deed Book R-118 Page 470 and as the same may be further amended.

**NOTE:** Being Lot(s) 21 CC201 AND 21 CC208, Block 39.04, Tax Map of the City of Clifton, County of Passaic.

**NOTE :** Lot and Block shown for informational purposes only.

# AERIAL VIEW

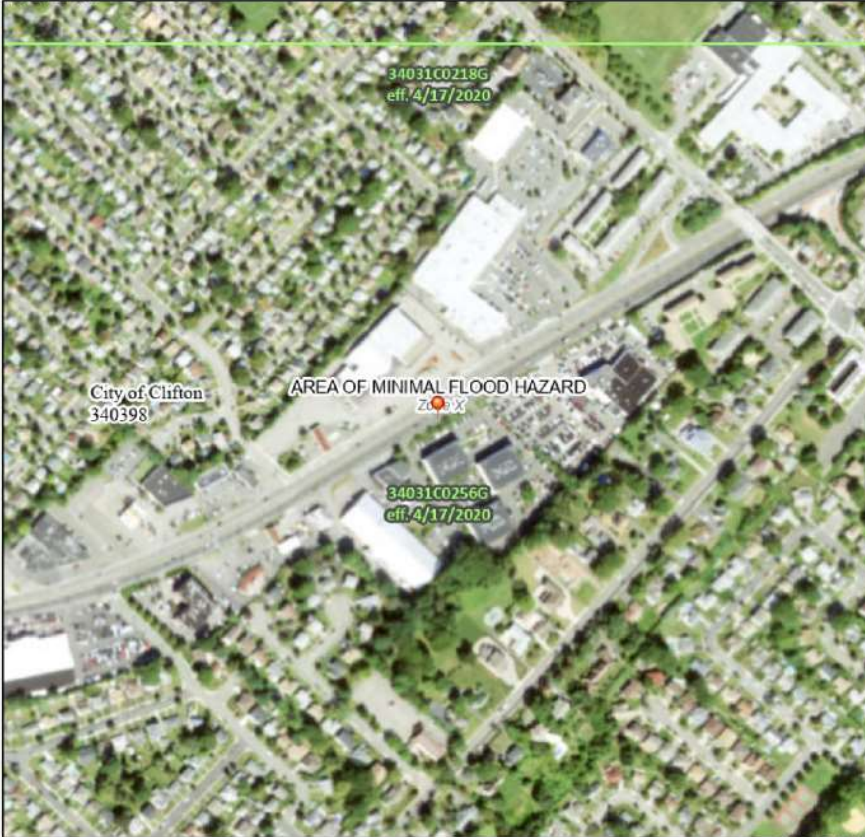




# National Flood Hazard Layer FIRMette



74°11'2"W 40°52'31"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000  
 Basemap: USGS National Map; Orthorectification; Data refreshed October, 2020

## Legend

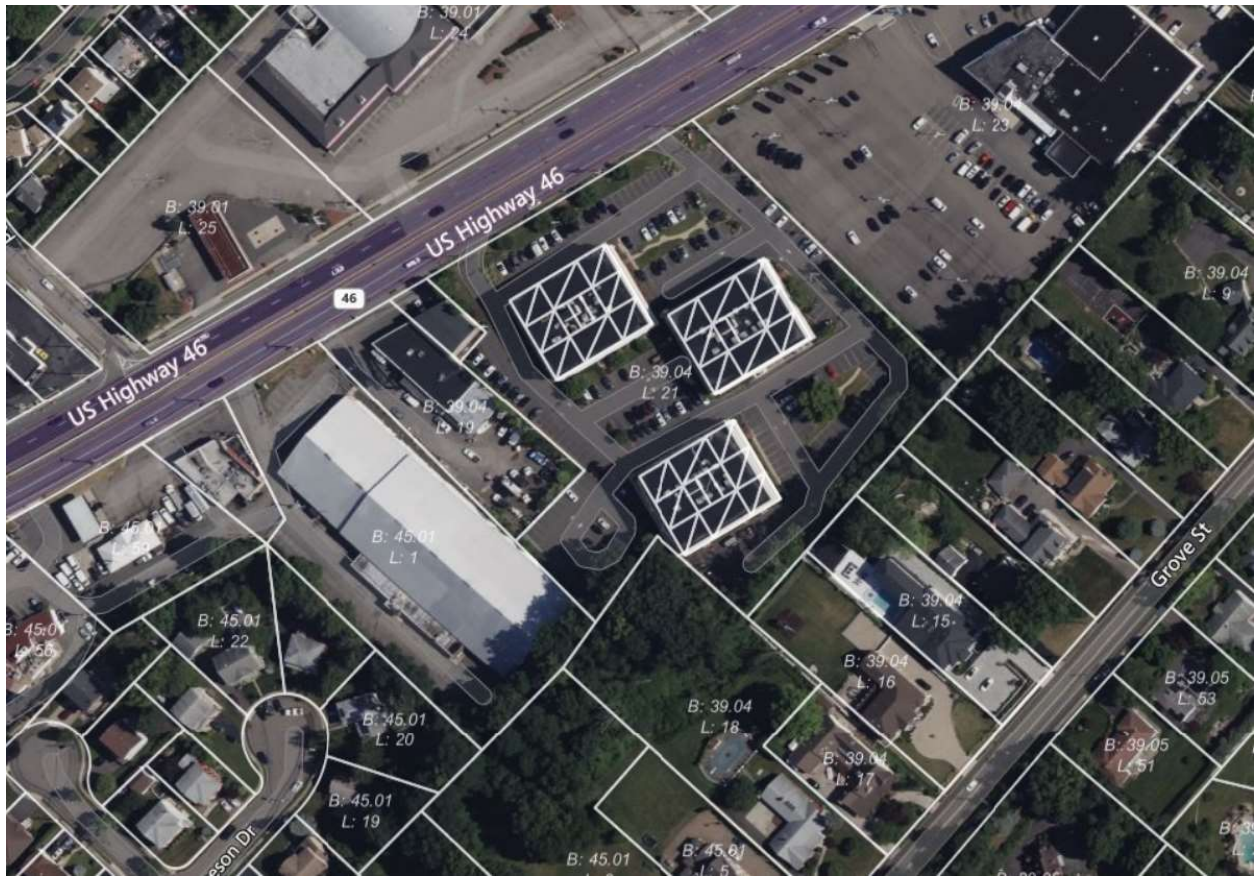
SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

<b>SPECIAL FLOOD HAZARD AREAS</b>	<ul style="list-style-type: none"> <li> Without Base Flood Elevation (BFE) Zone A, V, AE</li> <li> With BFE or Depth Zone AE, AO, AH, VE, AR</li> <li> Regulatory Floodway</li> </ul>
<b>OTHER AREAS OF FLOOD HAZARD</b>	<ul style="list-style-type: none"> <li> 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone B</li> <li> Future Conditions 1% Annual Chance Flood Hazard Zone F</li> <li> Area with Reduced Flood Risk due to Levee. See Notes. Zone B</li> <li> Area with Flood Risk due to Levee Zone D</li> </ul>
<b>OTHER AREAS</b>	<ul style="list-style-type: none"> <li> NO SCREEN Area of Minimal Flood Hazard Zone X</li> <li> Effective LOMRs</li> <li> Area of Undetermined Flood Hazard Zone D</li> </ul>
<b>GENERAL STRUCTURES</b>	<ul style="list-style-type: none"> <li> Channel, Culvert, or Storm Sewer</li> <li> Levee, Dike, or Floodwall</li> </ul>
<b>OTHER FEATURES</b>	<ul style="list-style-type: none"> <li> Cross Sections with 1% Annual Chance</li> <li> Water Surface Elevation</li> <li> Coastal Transect</li> <li> Base Flood Elevation Line (BFE)</li> <li> Limit of Study</li> <li> Jurisdiction Boundary</li> <li> Coastal Transect Baseline</li> <li> Profile Baseline</li> <li> Hydrographic Feature</li> </ul>
<b>MAP PANELS</b>	<ul style="list-style-type: none"> <li> Digital Data Available</li> <li> No Digital Data Available</li> <li> Unmapped</li> </ul> <p>The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.</p>

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/1/2023 at 1:29 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



**NORTHERN REGION EDUCATIONAL SERVICES COMMISSION**

**BID PROPOSAL FORM**

**TOTAL AMOUNT OF THE BID \$** \_\_\_\_\_

Written in words: \_\_\_\_\_

COMPANY NAME AND ADDRESS OF BIDDER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL**

**I certify that I am an authorized representative from the above named company with full authority to bind the company to the terms and conditions of this bid. I have read and reviewed the specifications and/or drawings and agree to all conditions set forth therein.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name, Title

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email \_\_\_\_\_

**NORTHERN REGION EDUCATIONAL SERVICES COMMISSION**

**BID ACKNOWLEDGEMENT FORM**

The respondent, by signing this proposal form, acknowledges that he/she has carefully examined the bid requirements and documents; and further acknowledges he/she understands and is able to purchase the land outlined in the bid.

Title of Proposal \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Federal Tax ID Number \_\_\_\_\_

Phone Number (     ) \_\_\_\_\_

Fax No. (     ) \_\_\_\_\_

E-Mail \_\_\_\_\_

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

*Agent's Signature* \_\_\_\_\_ Date \_\_\_\_\_

All proposals must be received no later than **Wednesday, May 24, 2023, 10:00 A.M.**

All proposals are to be sent to:

Ann T. Kluck, Business Administrator/Board Secretary  
Northern Region Educational Services Commission  
82 Totowa Road, 2<sup>nd</sup> Floor  
Wayne, New Jersey 07470

**NORTHERN REGION EDUCATIONAL SERVICES COMMISSION**  
**NON-COLLUSION AFFIDAVIT**

Bid No. 23-01

Bid Date: Wednesday, May 24, 2023

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 \_\_\_\_\_  
Position in Company Name of Company

and the respondent 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 proposal, and that all statements contained in said proposal and this affidavit are true and correct, and made with full knowledge that the Board of Education 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 proposal.

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

**NORTHERN REGION EDUCATIONAL SERVICES COMMISSION**  
**CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION**

**BID 23-01 Sale of Real Estate**

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

**References – Work previously done for School Systems in New Jersey**

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

**Vendor Certifications**

**Direct/Indirect Interests**

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

**Gifts; Gratuities; Compensation**

I declare and certify that no person from my firm, business, corporation, association, or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other things of value to any school official, board member or employee of the Northern Region Educational Services Commission.

**Vendor Certifications**

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

**Debarment Certification**

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

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

---

**President or Authorized Agent**

---

***SIGNATURE***

**NORTHERN REGION EDUCATIONAL SERVICES COMMISSION**

**Chapter 271**

**POLITICAL CONTRIBUTION DISCLOSURE FORM**

**(Contracts that Exceed \$17,500.00)**

**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**

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

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

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

**Certification**

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

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

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

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

BID No. 23-01



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44-20.26**

**Passaic County**

**State:** Governor and Legislative Leadership Committees  
Legislative District Numbers 26,34,35,36, and 40  
State Senator and two (2) members of the General Assembly per district

**County:**

County Commissioners	County Clerk	Sheriff
Surrogate	Register of Deeds	

**Municipalities** (Mayor and members of the governing body regardless of titles)

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

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

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

**Fire Districts** (Board of Commissioners): NONE

# NORTHERN REGION EDUCATIONAL SERVICES COMMISSION

## 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: \_\_\_\_\_

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

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

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

### **Part II Check the appropriate box**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who 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)**

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 ***Northern Region Educational Services Commission (NRESC)*** 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 ***NRESC*** to notify the ***NRESC*** 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 ***NRESC*** 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.**

**NORTHERN REGION EDUCATIONAL SERVICES COMMISSION**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Bid No. \_\_\_\_\_ Bid Title: \_\_\_\_\_

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

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE - PART 1 BY CHECKING EITHER BOX BELOW**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, that they 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.

**PLEASE CHECK THE APPROPRIATE BOX:**

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

**OR**

**I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2:**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Galloway and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

**NORTHERN REGION EDUCATIONAL SERVICES COMMISSION**

**CONTRACT FOR SALE OF REAL ESTATE ACKNOWLEDGMENT FORM**

A copy of the Contract for Sale of Real Estate and the Northern Region Educational Services Commission relating to the Sale of two (2) office condominium units, Block 39.04, Lot 21, Qualification CC201 and Block 39.04, Lot 21, Qualification CC208 on the Designated Tax Map of the City of Clifton (the "Agreement") is enclosed herewith. Please review same and submit this Acknowledgment Form with your Bid documents.

I, being duly sworn upon my oath, hereby acknowledge that I have read the provided Contract for Sale of Real Estate in its entirety. I understand that if my bid is successful, I shall be required to enter into said Agreement without any modifications.

Authorized Agent's Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_  
(Print Name)

**NORTHERN REGION EDUCATIONAL SERVICES COMMISSION**

**ACKNOWLEDGMENT OF RECEIPT AND REVIEW OF SUPPLEMENTAL DOCUMENTATION BY BIDDERS**

Copies of the below-referenced documentation has been provided to all bidders by the Northern Region Educational Services Commission, relating to the sale of two (2) office condominium units, Block 39.04, Lot 21, Qualification CC201 and Block 39.04, Lot 21, Qualification CC208 on the Designated Tax Map of the City of Clifton.

The undersigned, being duly sworn upon my oath, hereby acknowledges that I have received and carefully reviewed the following documents related to the sale of the above-referenced property:

1. Deed dated November 30, 1999 between Urbandale Associates and Passaic County Educational Services Commission
2. Lease Agreement dated October 3, 2018 between Northern Region Educational Services Commission and Notchview Pediatrics, LLC
3. Assignment and Assumption of Lease and Consent to Assignment and Sublease between Notchview Pediatrics, LLC (“Assignor”), Summit Health Management, LLC (“Assignee”) and Northern Region Educational Services Commission (“Landlord”)
4. Bylaws of Notchview Condominium Association
5. Mortgage for Columbia Bank recorded September 26, 2008

Authorized Agent’s Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_  
(Print Name)



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) 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;

(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 (i) 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 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.