



**PRINCETON PUBLIC SCHOOLS BOARD OF
EDUCATION**

COMPETITIVE CONTRACTING

PROPOSAL SPECIFICATIONS

AND

GENERAL REQUIREMENTS

FOR

BEFORE-AFTER SCHOOL CARE SERVICES

Proposal No: CC#3 22-23

Dated: April 18, 2023

By: Matthew Bouldin
School Business Administrator

LEGAL AD

NOTICE OF COMPETITIVE CONTRACTING

Before-After School Care Services for the Princeton Public Schools Board of Education

Notice is hereby given that pursuant to the requirements of N.J.S.A. 18A:18A-4.5, the Princeton Board of Education (hereinafter referred to as the "Board") is issuing a Notice of Competitive Contracting to obtain from interested and qualified firms a proposal to act as the **Before-After School Care Services Provider** as outlined in the Competitive Contract. The understanding of the parties, with respect to the services to be rendered, are required to be set forth in a formal agreement.

A copy of the Competitive Contract may be obtained from the district's website at www.princetonk12.org/resources-and-notices/rfps-bids-and-quotes. Further information may be obtained by emailing: MatthewBouldin@princetonk12.org

All vendors submitting proposals must use and complete all forms and include all the information required in the Competitive Contract.

Pursuant to P.L. 2004 c. 57, all proposals must be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue. All vendors are required to comply with the requirements of P.L. 1975, c. 127, "Law Against Discrimination" and the Affirmative Action statutes and regulations, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. Additional documentation requirements are as listed in the Competitive Contract.

Proposals must be submitted to the Princeton Board of Education, at 25 Valley Road Princeton, NJ, no later than **1:00 p.m. on Tuesday, May 9, 2023**. All submittals must contain an original and one (1) copy of the proposal in a sealed envelope with "**PPS Proposal for Before-After School Care Services**" marked on the front of the envelope. The proposals should be addressed to the Princeton Board of Education, Attn: Matthew Bouldin, Princeton Public Schools, 25 Valley Road, Princeton, NJ 08540.

The Board reserves the right to reject any or all proposals and waive any informality in the process if it is in the best interests of the Board. No proposal may be deemed accepted until the adoption of a formal resolution by the Board.

Background

The Princeton Public Schools School District is a PK-12 public school district providing educational services to approximately 3,699 students. The school district is comprised of 4 PK-5 schools (1,376 students), one 6-8 school (815 students), and one high school (1508 students). Its mission is to “*prepare all students to lead lives of joy and purpose as knowledgeable, creative, and compassionate citizens of a global society.*”

Further information may be obtained by visiting the school district’s website at www.princetonk12.org.

Scope of Work

The Princeton Public Schools School District is requesting proposals for an elementary Before and After School Care Program to support the children in all four of its elementary schools: Community Park, Johnson Park, Littlebrook, and Riverside.

This will be a two-year contract (2023-2024 and 2024-2025) with the option of renewal for two additional years (2025-2026 and 2026-2027) upon mutual consent. Each contract year will begin July 1st and end on June 30th of the respective school year. The contract would be cancellable with 90 days written (email) notice.

Program Requirements

The before and after school care program will provide safe, secure, engaging, and meaningful activities to supervise, support and enrich participating Princeton students. The before and after school program will consist of two main elements: 1) academic assistance with homework and 2) enrichment and recreational activities.

1) Academic Assistance

Before and after school programs must include tutoring and homework support. This academic assistance must be aligned with the pupils’ regular academic programs and must assist students in meeting and exceeding state and local academic achievement standards in core academic subjects, such as reading, mathematics, and science.

2) Enrichment and Recreational Activities

Before and after school programs must provide an enrichment element that offers participating students a broad array of additional services, programs, and activities that are designed to reinforce and complement the regular academic program. Proposed activities may include, but are not limited to, the following: physical education activities,

martial arts, dance, music, yoga, strategy games, such as chess, and character education programs.

Additional Program Requirements

- The before and after school program should allow for flexible options for student enrollment. In addition, registrations for 1, 2, 3, 4, and/or 5 days per week and/or use of a flexible drop in option for occasional support will be offered.
- The before school program should begin at 7:30 a.m. (may change to 7:00 a.m. depending on need and ability to staff) and extend until 8:00 a.m.
- The after school program will begin immediately following the end of the school day, which currently is 3:00 p.m. on regular days and 1:00 p.m. on early dismissal days, and extend until 6:00 p.m.
- The scope of services shall include but may not be limited to the following: to provide a safe, secure on-site after school environment for children to deliver an enriching, enjoyable, after school program format that blends childcare, homework, extracurricular activities, enrichment, music, recreation, physical activities, and arts.
- The daily operations of the before and after school program will begin with the first day of the school year and end on the last day of school in June ultimately following the school year calendar, including early dismissal days and additional days that may be added to the school calendar due to weather cancellations.
- Program lists including the students' names will be provided to the applicable school principal two weeks before the program begins, and again one week before the program begins, and following the addition and deletion of students enrolled in the program.
- The before and after school program will offer an Open House Program at each elementary school to provide an opportunity for families to learn about the before and after school program and to register children in addition to online registration options.
- The before and after school program must maintain regular contact with parents to involve them in their children's after-school learning through newsletters, reports, and informal conversations with parents as they arrive to pick up their children.

- The equipment will be supplied and maintained by the before and after school program, with a storage area to be provided by the district.
- The before and after school program will maintain a system such as an external portable bell so the district's office staff will not need to manage parent entry at pick-up time and carry an onsite cell phone so that program staff are always reachable. An emergency protocol, reviewed by the school principal and the District's School Safety Specialist will be in place to address emergency situations including but not limited to lockouts, lockdowns, evacuations, and medical emergencies.
- The before and after school program will be a self-sustaining program at no cost to the District. If revenue-sharing with the district is part of the model, the specifics are to be provided in the proposal.

Staff Requirements

- The successful bidder must have the appropriate childcare license to operate the program and must meet the State of New Jersey requirements for students to staff ratio.
- The staff members must participate in a training program and receive ongoing professional development. Training topics may include child development, positive guidance, program quality, safety, curriculum and partnership building. Training in each school's approach to discipline and behavioral management is required and can be arranged with each principal. Information concerning the training programs must be made accessible to the Princeton Public Schools School District.
- Administrators/managers will be available to conduct program visitations to assess program quality and provide additional resources and coaching for program staff.
- Fingerprinting and background checks for all employees and volunteers must be completed before having contact with District students. The cost of fingerprinting is the responsibility of the successful Bidder.
- The staff should be qualified and alert in their supervision. Staff members should be knowledgeable to address the needs of all students including students with medical needs and students with disabilities.

Proposal Requirements

In addition to addressing the items listed under Program Requirements, Additional Requirements, and Staff Requirements, the proposal must succinctly and clearly address the following:

1. Describe your history, vision and philosophy. Indicate the number of years you have provided services similar to those requested in the Competitive Contract. Describe your organizational structure. Provide your organizational chart. Do you have a State license to operate childcare? If yes, what is the licensing agency and provide the name and contact information for the agency.
2. Describe your organization's qualifications and experience providing services in before and after care school settings.
3. Plan for delivery of services:
 - a) What enrollment minimums do you require to operate the before and after care school program? How do you intend to handle those elementary schools (if any) who do not meet the enrollment minimum?
 - b) Provide a sample lesson plan, program schedule, and snack menu, including options for students with food allergies.
 - c) How do you handle equipment, supplies, consumables, and furniture needed for program operations?
 - d) Describe methods used to communicate with parents of children in your program.
 - e) Describe your plan for soliciting regular feedback from parents about your program.
 - f) Describe how you address parent concerns when they arise.
 - g) Describe how you provide program information to the school board, principals and other administrative personnel.
 - h) Describe how you collaborate and communicate with school site leadership and staff about the program and student needs.
 - i) Describe how you market the program to the school community.
 - j) Describe your supervision plan and the method used to account for and track the whereabouts of each student in the program.
 - k) Provide all relevant insurance verification, including a dollar value to which your company is covered. What types of insurance do you offer?
 - l) Provide a timeline indicating steps required and time needed to establish the after school program.
 - m) Describe staff training and resources available to deescalate disputes and resolve differences and conflicts between students and between students and adults.

- n) Describe how you ensure appropriate accommodation of students with IEP's and 504 plans.
- o) Are you willing to offer a sliding scale of fees and scholarships for those families who cannot afford to pay full tuition to participate in the before or after school programs that have a demonstrated need for services? If yes, please provide details of your proposal and how it would be implemented.
- p) Do you have any special pricing for the children of District staff?

4. Staffing Plan

- a) What are the required qualifications for each staff member involved with the program?
- b) What staffing ratios will be employed? Capacity to staff ratio?
- c) What is your criteria to hire and maintain appropriate staffing?
- d) What kind of training program do you have in place for staff members—both initial and ongoing?

5. Program Budget and Program Fees; Complete and Include the following Fee Chart

- a) What are the proposed morning and afternoon, weekly full-time (5 day) tuition rates for this program? Please also indicate any registration fees or any miscellaneous fees (such as membership fees or supply fees).
- b) Describe your tuition policies.
- c) See 3(l) above.
- d) Submit costs as follows (if it is the intention to change the costs for year 2 of this contract, please note and list separately):

Anticipated fees 2023-2024 and 2024-2025

	Before School Care	After School Care
One Day per Week		
Two Days per Week		
Three Days per Week		
Four Days per Week		
Five Days per Week		

Please list any additional fees:	
Before School (daily or drop off rate)	
After School (daily or drop off rate)	
Annual Registration Fee	

Supply Fee	
Snack Fee (in compliance with the Federal Smart Snacks Guidelines)	
Late Pick Up Fee	
Cost Per Enrichment Program (Please explain.)	
Discount rate for multiple siblings	

6. References and Additional Information

- a) Provide at least three written references from other school based services provided. Provide business name, contact person, complete address, and phone number.
- b) Provide parent survey responses demonstrating the satisfaction of the services you offer families, if available. Surveys must be current within the two years.
- c) Provide a Parent Handbook, or similar document/brochure, if applicable.
- d) Provide a website address, if applicable.
- e) Provide any information if you plan or would consider hiring current District school staff.
- f) Has your organization had a childcare agreement terminated for convenience or due to default in the last five years? If yes, provide details.
- g) Are you or your firm/agency/organization aware of any claims made or litigation alleging misconduct, discrimination or sexual harassment? If yes, provide details.
- h) Is your firm/agency/organization involved in or aware of any pending disciplinary action or investigation by any local, state or federal agency? If yes, provide details.

7. List the caption(s) of any and all legal actions which have been filed against you, either by way of complaint, crossclaim or counterclaim, in connection with your rendering of student care services.

Award of Contract

The procedures developed for the award of the contract constitutes a “fair and open” process pursuant to N.J.S.A. 19:44A-20.7. A decision on whether the contract will be awarded and to whom it will be awarded shall be made within sixty (60) days from the date the proposals are opened. Contract award will not be based upon lowest bid but will be made upon best perceived value to the school district, students, and families utilizing the program.

The evaluation valuation criteria will consider the following:

- I. **(25%)** Ability to meet the objectives of the district as described above in detail.

II. **(25%)** Management criteria: Review and analysis of the staffing plans, references, and overall program management.

III. **(25%)** Cost criteria: Cost to the district's parents will be considered during proposal evaluation.

IV **(5%)** Revenue: Revenue to District will be considered.

V. **(20%)** Miscellaneous - Other factors, including interview, to be in the best interest of the Board.

Laws

The respondent shall comply with all applicable laws, statutes, regulations, and ordinances and any order issued by any governmental entity. This contract shall be governed by the laws of the State of New Jersey.

Law Against Discrimination

During performance of this contract, the firm and its sub-consultants agree to comply with P.L. 1975, c.127, "Law Against Discrimination" in accordance with provisions described in Exhibit "A" attached hereto. The mandatory language of N.J.A.C. 17:27-1.1 et seq. promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time is attached hereto made a part hereof and incorporated herein by reference. The contract with the firm may be rescinded if the firm fails to submit proof of compliance with the regulations set forth in N.J.A.C. 17:27. The regulations are available online at https://www.state.nj.us/treasury/contract_compliance/pdf/njac_17_27_ac.pdf or will be provided to you upon request.

Miscellaneous Provisions

Submittal of a proposal signifies that the respondent acknowledges that he/she has read this Competitive Contract, has a full understanding and agrees to be bound by the terms and conditions.

Submittal of a proposal signifies acknowledgement and approval for the Board of Education to hold proposals pending award of this service a minimum of 60 days.

The Princeton Public Schools Board of Education reserves the right to reject any or all proposals in whole.

The Princeton Public Schools Board of Education reserves the right to contact references provided with the proposal.

Any departures from this Competitive Contract must be noted. Any conditions or terms must be written and included with the proposal.

All respondents are required to provide sufficient information in their proposals for evaluation.

An interview of qualified candidates may be scheduled by the Board.

Indemnification

The firm shall indemnify and hold the Board harmless for any and all claims, injuries and damages, including the reimbursement of reasonable attorneys' fees and cost of litigation that may occur as a result of the provision of care services to the Board.

Insurance

The firm agrees to obtain and maintain for the entire term of this Agreement the following insurance coverage, with minimum Coverage and Limits as listed below. Proof will be required from the firm slated for award prior to the award of the contract. Failure to maintain said insurance moving forward will deem the firm to be in default.

All insurance coverage referenced shall be placed with Companies with a minimum A.M. Best rating of A- VIII.

Firm shall maintain for the full term of this agreement, at their expense, the following insurance coverages:

- Property Insurance – Firm is required to insure its own equipment, materials and tools with a “Waiver of Subrogation” clause in favor of the Princeton Public Schools School District.
- Commercial General Liability Insurance covering all operations of firm with coverage for Bodily Injury and Property Damage with minimum limits as follows:
 - \$2,000,000 General Aggregate Limit
 - \$2,000,000 Products – Completed Operations
 - \$1,000,000 Personal and Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit
 - \$1,000,000 Fire Damage Liability
 - \$1,000,000 Abuse and Molestation if not included in Each Occurrence Limit.

Commercial General Liability coverage to be written on an “occurrence” basis using ISO CG 0001 07/98 or its equivalent form with the following minimum enhancements, endorsements and requirements:

- No exclusions for either Abuse and Molestation or Assault and Battery.
 - Severability of Interest. No exclusion or limitation for cross suits or cross liability between any insureds shall exist.
 - Broad Form Blanket Contractual Liability for liability assumed under all contracts relative to the work. No endorsement or exclusion restricting Contractual Liability shall exist
 - Coverage for Independent Contractors
 - Endorsement naming the Princeton Public Schools School District as an Additional Insured using ISO Additional Insured endorsement CG 2010 11/85 or the combination of CG 2010 07/04 and CG 2037 07/04 editions or their equivalent and provide coverage on a primary and non-contributory basis. Additional Insured endorsement shall include ongoing operations and products and completed operations coverage and shall NOT include any provisions limiting coverage to ongoing operations.
 - A Waiver of Subrogation endorsement in favor of the Princeton Public Schools School District
- Workers' Compensation and Occupational Disease Insurance in accordance with the applicable law or laws. The Workers compensation policy must provide coverage for sole proprietors, partners of a partnership, owners of LLC's and officers of corporations who will be performing work on the job. The policy must have the State of New Jersey listed as a Part One State.
 - Employers Liability - coverage with minimum limits as follows:
 - a. \$1,000,000 Bodily Injury by Accident, for each accident
 - b. \$1,000,000 Bodily Injury by Disease, policy limit
 - c. \$1,000,000 Bodily Injury by Disease, each employee
 - Commercial Automobile Coverage: Coverage shall also be provided for Hired and Non-Owned Automobiles.
 - a. \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage
 - Umbrella/Excess Liability:
 - a. \$4,000,000 Occurrence / \$4,000,000 Aggregate

All policies must incorporate a provision requiring the giving of notice to the Owner by certified mail, return receipt requested, at least thirty (30) days prior to the cancellation or non-renewal of any insurance policy required herein.

Termination

Either party may terminate the resulting agreement upon providing ninety (90) days written notice to the other party. However, given concerns regarding the health and/or safety of the participating students, the district reserves the right to terminate the contract immediately. Notice of termination will be sent in writing.

Submitted Proposals

The proposal packet is to be addressed and mailed or hand delivered to:

Mr. Matthew Bouldin
School Business Administrator
Princeton Board of Education
25 Valley Road
Princeton, NJ 08540

All proposals are due at 25 Valley Road Princeton, NJ, no later than **1:00 p.m. March 9, 2023**. Submittals received after the date and time specified will be returned unopened. All proposals shall remain firm for a period of sixty (60) days after the date specified for receipt of proposals. **All proposals must be submitted in a sealed envelope with “Proposal for Before-After School Care Services” marked on the front of the envelope.**

Proposals must be submitted by mail and or hand delivered to the Board of Education prior to the time and date specified. **No facsimile or email proposals will be accepted.**

The firm must submit an original proposal and one (1) copy that includes the following:

1.) Transmittal Letter - A transmittal letter shall be submitted with the Competitive Contract that:

- Identifies the person submitting the proposal and includes a commitment to provide services as detailed in the Scope of Work
- Provides a description of all services to be rendered with a detailed explanation of how the services will be provided. It is requested that the submission address the Program Requirements, Additional Requirements, Staff requirements and Proposal requirements as noted above.

2.) Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, all proposals must be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue.

3.) Annual Political Contributions Disclosure

Pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, s.3), the Before and After School Service Provider may be required to file an annual disclosure statement with the New Jersey Election Law Enforcement Commission. It is the Before and After School Service Provider’s responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Pursuant to N.J.A.C. 6A:23A-6-3 (a1-4) please note the following:

A. Pursuant to N.J.A.C. 6A:23A-6.3 (a2) Reportable Contributions:

No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c.83 (codified at N.J.S.A. 19:44A-1 et. seq.) to a member of the board of education during the preceding one year period.

B. Pursuant to N.J.A.C. 6A:23A-6.3 (a2,3) Contributions During Term of Contract:

Contributions reportable by the recipient under P.L. 1973, c.83 (codified at N.J.S.A. 19:44A-1 et. seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.

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

C. Pursuant to N.J.A.C. 6A:23A-6.3 (a4) Political Contribution Disclosure Form:

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

4.) Affirmative Action – Exhibit A (Pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.) .

5.) Affidavit of Non-collusion – Pursuant to N.J.S.A. 52:34-15

6.) Disclosure of Investment Activities in Iran – Required Pursuant to P.L. 2012, C. 25

PRINCETON PUBLIC SCHOOLS BOARD OF EDUCATION

COMPETITIVE CONTRACTING

FOR

BEFORE AND AFTER SCHOOL CARE SERVICES

SUBMITTAL CHECKLIST

_____ Transmittal Letter covering all items as listed in the requirements sections.

_____ Business Registration Certificate

_____ Political Contribution Disclosure Form

_____ Statement of Ownership

_____ Contractor / Vendor Certification

_____ Affirmative Action – Exhibit A including one of three of the forms of requested proof.

_____ Affidavit of Non collusion

_____ Prohibited Russia-Belarus Activities & Iran Investment Activities

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus,

colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website: www.state.nj.us/treasury/contract_compliance)

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

Company Name - _____

Name of Highest Ranking Officer - _____

Title of highest Ranking Officer - _____

Signature of Above - _____

To be completed, signed and returned with Bid/Proposal

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)**

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

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

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to 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	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **ANYTOWN Board of Education** 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 **Board of Education** to notify the **Board of Education** 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 **Board of Education** 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.

CONTRACTOR/VENDOR QUESTIONNAIRE & CERTIFICATION

Proposal Number **CC#3 22-23**

Proposal Date: _____

Name of Company _____

Street Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____

FEIN No. _____

Years in Business _____ Number of Employees _____

Vendor Certification

Direct/Indirect Interests

I declare and certify that no member of the Princeton Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this proposal 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 proposal, 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 thing of value to any school official, board member or employee of the Board of Education.

Vendor Contributions

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.

I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America.

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

President or Authorized Agent (Print)

SIGNATURE

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfn/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

- f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

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.**

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

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

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

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

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

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

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

CONTRACT AWARDS AND RENEWALS



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

CONTRACT AMENDMENTS AND EXTENSIONS



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

IF UNABLE TO CERTIFY



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

Part 2: Additional Information

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

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

Part 3: Certification of True and Complete Information

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

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

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

Full Name (Print)		Title	
Signature		Date	