

Lakewood Board of Education  
Lakewood, New Jersey

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**Competitive Contracting**

Proposal Specifications  
&  
General Requirements For

**CHAPTER 192/193 INSTRUCTIONAL SERVICES TO  
ELIGIBLE STUDENTS and TITLE I BASIC SKILLS TO  
PROMOTE ACADEMIC ACHIEVEMENT FOR "AT-RISK" AND  
FAILING CHILDREN OF NONPUBLIC SCHOOLS IN  
LAKEWOOD**

**Proposal No: CC 01-1617**

**TUESDAY, MAY 3, 2016**

Proposal Opening Date

**2:00 P.M.**

Proposal Opening Time

**Opening Location:** Lakewood Board of Education  
200 Ramsey Avenue  
Lakewood, New Jersey 08701

**Thaddeus Thompson**  
School Business Administrator

**LAKEWOOD BOARD OF EDUCATION  
REQUEST FOR PROPOSALS -Competitive Contracting**

The Board of Education of Lakewood, New Jersey, solicits proposals for the School Year 2016-2017:

Proposal No.: **CC 01-1617**

Title: **CHAPTER 192/193 INSTRUCTIONAL SERVICES TO ELIGIBLE STUDENTS and TITLE I BASIC SKILLS TO PROMOTE ACADEMIC ACHIEVEMENT FOR "AT-RISK" AND FAILING CHILDREN OF NONPUBLIC SCHOOLS IN LAKEWOOD**

All necessary proposal specifications and proposal forms may be secured upon written request to:

Thaddeus Thompson  
School Business Administrator, Board Secretary  
Lakewood Board of Education  
200 Ramsey Avenue  
Fax 732-905-3687  
E mail [dpiasentini@piners.org](mailto:dpiasentini@piners.org)

Proposals must be sealed and delivered to the Business Office, Office of the School Business Administrator, Lakewood Public Schools, **on or before** date and time indicated below. The envelope is to bear the following information:

Title: **CHAPTER 192/193 INSTRUCTIONAL SERVICES FOR ELIGIBLE STUDENTS and  
TITLE I BASIC SKILLS TO PROMOTE ACADEMIC ACHIEVEMENT FOR "AT-RISK" AND  
FAILING CHILDREN OF NONPUBLIC SCHOOLS IN LAKEWOOD**

Proposal No.: **CC 01-1617**

Name and Address of the Respondent: \_\_\_\_\_

Date: **TUESDAY, MAY 3, 2016**

Time: **2:00 P.M.**

The proposal opening process will begin on the above date and time in the Board of Education Meeting Room, Lakewood, New Jersey. Proposals may also be submitted to the School Business Administrator or his designee at the proposal opening meeting, in the Board Meeting Room, prior to the advertised date and time. On the advertised date and time, the School Business Administrator shall publicly receive and open all proposals. **No proposals shall be received after the time designated in the advertisement.** (N.J.S.A. 18A:18A-21(b)). The Board of Education does not accept electronic (e-mail) submission of Competitive Contracting proposals.

The Lakewood Public School District will hold a **pre-submission of proposal meeting on Thursday, April 14, 2016 at 10:00 A.M.** in the Conference Room of the Administration Building, located at 200 Ramsey Avenue, Lakewood, NJ. The purpose of this meeting is to review all legal and technical requirements of the proposal. Respondents are **strongly encouraged** to attend this meeting. Addenda to the proposal may be issued as a result of the meeting.

All respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq., Affirmative Action Against Discrimination and N.J.A.C. 17:27-1 et seq.

Corporate respondents are required by law (N.J.S.A. 52:25.24.2) to submit a list of names and addresses of all stockholders owning 10% or more of their stock.

A Non-Collusion Affidavit and a Contractor Questionnaire/Certification also must be filed with the proposal. The proposal package will also include other documents that must be completed and returned with the proposal. Failure to comply complete and submit all required forms, may be cause for disqualification and rejection of the proposal.

The Board of Education reserves the right to reject any or all proposals pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities.

All proposals solicited and received are done so pursuant to the Competitive Contracting Process. N.J.S.A. 18A:18A-4.1 et seq.

Thaddeus Thompson  
School Business Administrator, Board Secretary

## ETHICS IN PURCHASING

### *Statement to Vendors*

#### *School District Responsibility*

##### Recommendation of Purchases

It is the desire of the Lakewood Board of Education to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

School district officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 et. seq.

##### Solicitation/Receipt of Gifts – Prohibited

School district officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Lakewood Board of Education or anyone proposing to do business with the Lakewood School District.

#### *Vendor Responsibility*

##### Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Lakewood Public School District, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Lakewood Public School District or to any member of the official's or employee's immediate family.

##### Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Lakewood Public School District, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

#### *Vendor Certification*

Vendors or potential vendors will be asked to certify that no official or employee of the Lakewood Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Lakewood Board of Education.

Thaddeus Thompson  
School Business Administrator/Board Secretary

LAKEWOOD BOARD OF EDUCATION  
BUSINESS OFFICE  
200 Ramsey Avenue  
Lakewood, NJ

TO: All Vendors

**UNAUTHORIZED ORDERS**

**Official Notification**

**Authorized Purchases**

The Lakewood Board of Education only recognizes purchases made through the approved purchase order process. All purchases require a:

**Written Purchase Order with authorized signatures and a Purchase Order Number.**

**Unauthorized Purchases**

Any Board of Education employee who orders and/or receives any materials, supplies or services without first going through the approved purchase order process has made an unauthorized purchase.

**Vendors' Responsibility**

- **Do NOT Honor Requests!**

Vendors are not to honor or accept any requests for goods or services unless the vendor receives a **written purchase order with authorized signatures and a purchase order number.**

- **Contact the Business Office!**

Please alert Diane Piasentini at (732) 364-2400 X7019 if any Board employee attempts to place an order without an authorized purchase order.

- **You will NOT Get Paid!**

The Lakewood Board of Education will not be held responsible for any unauthorized orders or purchases.

**Authorized Signatures**

The Lakewood Board of Education will only recognize purchase orders signed by:

**Thaddeus Thompson  
School Business Administrator**

LAKEWOOD BOARD OF EDUCATION  
Business Office  
200 Ramsey Avenue  
Lakewood, New Jersey 08701

**ADVISORY INFORMATION FOR RESPONDENTS**

1. **PROMPTNESS OF PROPOSAL SUBMITTAL**

It is the responsibility of the respondent to ensure that their proposal is presented in a sealed envelope at the District's Business Office, Office of the School Business Administrator or designee, prior to the advertised date and time fixed for closure of the Proposal period. This will occur promptly for this Proposal on **TUESDAY MAY 3, 2016 @ 2:00 P.M.** No extensions or exceptions will be made. The Business Office is opened Monday through TUESDAY from 8:00 am – 4:00 pm according to the school calendar which can be found online. Access to the Administration Building may be delayed because of security clearance. Respondents may also submit proposals to the School Business Administrator or his designee at the proposal opening meeting held in the Administration Conference Room, located at 200 Ramsey Avenue, Lakewood, NJ prior to the advertised proposal opening date and time. Once again, proposals will not be received after the time designated in the advertisement.

2. **PARKING**

Parking in the vicinity of the Lakewood Board of Education Administration Building is at a premium. ***Allow enough time to locate a parking space.***

Heavy traffic hours by the Board Offices on school days are from 7:00 a.m. to 8:30 a.m., and between 1:40 p.m. and 3:00 p.m., since the High School is adjacent.

3. **MAIL**

Mail is brought to the Board Offices in mailbags, approximately 10:00 am each day. The mail is then sorted within the district system, by departments. The Business Office routinely receives its mail at approximately 11:30a.m.

4. **UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES**

Deliveries of this type are usually made from 2:00 P.M. on. These items are brought only to the receptionist at the main building entrance. The receptionist then calls the various departments with a request to pick up their items. There may be some delay in getting Proposals to the Business Office.

5. **HAND DELIVER PROPOSALS – SUGGESTED PRACTICE**

Keeping the aforementioned items in mind, the Board suggests that respondents arrange to hand deliver their proposal to the Business Office, and personally turn it in to the office of the School Business Administrator before the advertised date and time. **Please understand that Proposals arriving after the advertised date and time for any reason cannot be accepted or opened or considered.**

LAKEWOOD BOARD OF EDUCATION  
Business Office  
200 Ramsey Avenue  
Lakewood, New Jersey 08701

**PROPOSAL CHECKLIST**

**A. Documents to be Returned with Proposal**

1. Acknowledgement of Addenda (if applicable)
2. Affirmative Action Questionnaire or Certificate of Employee Information Report
3. Chapter 271 Political Contribution Disclosure Form
4. Contractor/Vendor Questionnaire / Certification
5. Disclosure of Investment Activities in Iran
6. Financial Guarantee and/or Certificate (Consent) of Surety—when required
7. New Jersey Business Registration Certificate
8. Non-Collusion Affidavit
9. Proposal Form
10. Respondent's Comment Form – **Optional**
11. Stockholders' /Partnership Disclosure Affidavit, and Ownership Declaration

The documents listed above when required, are to be submitted with the Proposal package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A-2(y).

**B. Reminder Checklist**

As a courtesy, the Office of the School Business Administrator has prepared this reminder checklist for items pertaining to this Proposal. The checklist is not considered to be all-inclusive. Respondents are to read and become familiar with all instructions outlined in the Proposal package.

| <u>Item</u>                                                                        | <u>Yes</u> | <u>No</u> |
|------------------------------------------------------------------------------------|------------|-----------|
| 1. Have you verified your pricing to ensure accuracy?                              |            |           |
| 2. Have you answered question fully and accurately?                                |            |           |
| 3. Have you signed all your documents ( <b>BLUE INK</b> )? No facsimile signature. |            |           |
| 4. Have you prepared all documents for submission?                                 |            |           |
| 5. Did you make a copy of the Proposal package for your records?                   |            |           |
| 6. Did you submit a Proposal Guarantee? Consent of Surety? (Only if required)      |            |           |
| 7. Did you correctly address the envelope? (Page 1 Item #2)                        |            |           |
| 8. Have you allowed ample time for the Proposal to reach the Business Office?      |            |           |

**LAKEWOOD BOARD OF EDUCATION**  
Business Office  
200 Ramsey Avenue  
Lakewood, New Jersey 08701



# **Competitive Contracting**

## **GENERAL SPECIFICATIONS**



Thaddeus Thompson  
School Business Administrator  
Board Secretary

LAKEWOOD BOARD OF EDUCATION  
Business Office  
200 Ramsey Avenue  
Lakewood, New Jersey 08701

**Competitive Contracting - Request For Proposal (RFP) CC 01-1617**

CHAPTER 192/193 INSTRUCTIONAL SERVICES TO ELIGIBLE STUDENTS and TITLE I BASIC SKILLS TO  
PROMOTE ACADEMIC ACHIEVEMENT FOR "AT-RISK" AND FAILING CHILDREN OF NONPUBLIC  
SCHOOLS IN LAKEWOOD

**INSTRUCTIONS TO RESPONDENTS**

1. **PROPOSALS ARE TO BE SUBMITTED TO:** Thaddeus Thompson, School Business Administrator/ Board Secretary  
200 Ramsey Avenue, Lakewood, NJ 08701  
  
**BY: 2:00 P.M. PREVAILING TIME** **ON: TUESDAY, MAY 3, 2016**  
  
by mail, delivery service or in person. Proposals that are submitted are to be sealed and will be unsealed and announced at the proposal opening meeting.
2. Proposals must be placed in a *sealed* envelope/package and marked as shown below on the front of the envelope/package. Proposals ***must be*** submitted on the submittal forms as provided, and in the manner designated. The Board of Education ***requires one original*** and ***five (5) duplicate copies*** of the proposal package. The duplicate is necessary for processing the proposals. Respondents should also keep a complete copy of the proposal packet, exactly as submitted.

Envelope Label Information:

|               |                                                  |
|---------------|--------------------------------------------------|
| District :    | <u>Lakewood Board of Education</u>               |
| Proposal No.: | <u>CC 01-1617</u>                                |
|               | <u>CHAPTER 192/193 INSTRUCTIONAL</u>             |
|               | <b>SERVICES TO ELIGIBLE STUDENTS and TITLE I</b> |
|               | <b>BASIC SKILLS TO PROMOTE ACADEMIC</b>          |
|               | <b>ACHIEVEMENT FOR "AT-RISK" AND FAILING</b>     |
|               | <b>CHILDREN OF NONPUBLIC SCHOOLS IN</b>          |
|               | <b>LAKEWOOD</b>                                  |
| Date:         | <u>TUESDAY, MAY 3, 2016</u>                      |
| Time:         | <u>2:00 P.M.</u>                                 |
| Respondent:   | <u>Name of Company</u>                           |
|               | <u>Address</u>                                   |
|               | <u>City, State Zip</u>                           |

**Failure to properly label the proposal envelope may lead to the rejection of the proposal!**

The Board of Education does not accept electronic (e-mail) submission of bids.

### **3. PURPOSE**

The Lakewood Board of Education is soliciting request for proposals (RFP's) through the Competitive Contracting Process (N.J.S.A. 18A:18A-4.1 et. seq.) for the purpose of entering into up to four (4) contract(s) for **CHAPTER 192/193 INSTRUCTIONAL SERVICES TO ELIGIBLE STUDENTS and TITLE I BASIC SKILLS TO PROMOTE ACADEMIC ACHIEVEMENT FOR "AT-RISK" AND FAILING CHILDREN OF NONPUBLIC SCHOOLS IN LAKEWOOD**

### **4. AFFIRMATIVE ACTION REQUIREMENTS**

Each respondent 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:

- i. Appropriate evidence that the respondent is operating under an existing federally approved or sanctioned affirmative action program; or
- ii. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
- iii. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of proposal. However, the Board will accept in lieu of the Questionnaire, the Certificate of Employee Information Report, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form.

"If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq."

### **5. AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS**

Any contract(s) awarded under this process shall be made by resolution of the Board of Education. The award(s) must be made within sixty (60) days of the receipt of the proposals, however subject to extension pursuant to N.J.S.A. 18A:18A-36(a).

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

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, all respondents shall submit with their proposal package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification with the proposal package, or prior to the award of contract, will be cause for the rejection of the entire proposal.

#### **Goods and Services Contracts**

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) The contractor shall provide written notice to its subcontractors to submit proof of business registration to

the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

**7. CERTIFICATE (CONSENT) OF SURETY**

☒ **REQUIRED**    ☐ **NOT REQUIRED**

When required, each respondent shall submit with its proposal a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the proposal.

***Failure to submit or to sign the Certificate (consent) of Surety when required will be cause for disqualification and rejection of proposal.***

**8. COORDINATION OF ACTIVITIES**

The following people will coordinate the activities for this proposal:

**A. Competitive Contracting Process**

Thaddeus Thompson  
School Business Administrator  
Email: [tthompson@piners.org](mailto:tthompson@piners.org)

**B. CHAPTER 192/193 INSTRUCTIONAL SERVICES TO ELIGIBLE STUDENTS OF NONPUBLIC SCHOOLS IN LAKEWOOD**

Tobree Mostel  
Supervisor of 192/193 & New Grants  
Email: [tmostel@piners.org](mailto:tmostel@piners.org)

**C. TITLE I BASIC SKILLS TO PROMOTE ACADEMIC ACHIEVEMENT FOR "AT-RISK" AND FAILING CHILDREN OF NONPUBLIC SCHOOLS IN LAKEWOOD**

Sara Garfunkel  
Grants Supervisor  
Email: [sgarfunkel@piners.org](mailto:sgarfunkel@piners.org)

**9. DEBARMENT, SUSPENSION, OR DISQUALIFICATION**

The Lakewood Board of Education will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report ([www.state.nj.us/treasury/debarred](http://www.state.nj.us/treasury/debarred)).

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

**10. DOCUMENTS, MISSING/ILLEGIBLE**

The respondent shall familiarize himself with all forms\* provided by the Board that are to be returned with the proposal. If there are any forms either missing or illegible, it is the responsibility of the respondent to contact Diane Piasentini, Assistant Purchasing Agent, at (732-905-3574) for duplicate copies of the forms. This must be done before the proposal opening date and time. The Board accepts no responsibility for duplicate forms that were not received by the respondent in time for the respondent to submit with his proposal.

**11. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK**

All documents returned to the Board shall be signed with an original signature in ink (**BLUE**). Failure to sign and return all required documents with the proposal package may be cause for disqualification and for the proposal to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). The Board will not accept facsimile or rubber stamp signatures.

\*Forms provided by the Board of Education that must be returned with proposal.

- Acknowledgement of Addenda
- Affirmative Action Questionnaire or Certificate of Employee Information Report
- Chapter 271 – Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire and Certification
- Iran - Disclosure of Investment Activities
- Non Collusion Affidavit
- Proposal Form
- Stockholders' Disclosure/ Ownership Declaration

\*Please check your RFP package for these forms!

**12. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT**

The respondent, by submitting a proposal, acknowledges that he has carefully examined the proposal specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each respondent submitting a proposal for a service contract shall include in his proposal price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the proposal specifications and documents.

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

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

**14. FINANCIAL GUARANTEE AND BONDING REQUIREMENTS**

Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education.

Financial Guarantee      ☒ **REQUIRED**      ☐ **NOT REQUIRED**

Each Proposal when required shall be accompanied by a bid bond, cashier's check or certified check for ten percent (10%) of the amount of the total contract, but not in excess of \$20,000 (twenty-thousand dollars). This guarantee shall be made payable to the Lakewood Board of Education. Such deposit shall be forfeited upon refusal of a respondent to execute a contract; otherwise, checks shall be returned when the contract is executed. The financial guarantee check for unsuccessful respondents will be returned as soon after the proposal opening as possible but in no event later than (10) days after the proposal opening.

Uncertified business checks, personal checks or money orders are not acceptable.

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the proposal. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney.

The Lakewood Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, CN 325, Trenton, New Jersey 08625.

***Failure to submit or failure to sign the financial guarantee if required shall be cause for disqualification and rejection of proposal.***

**15. FORCE MAJEURE**

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other

unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence. Vendors, and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

## **16. GENERAL CONDITIONS**

### **A. Authorization to Proceed -- Successful Contractor**

No service shall be rendered by the successful contractor unless the vendor receives an approved purchase order authorizing the contractor to render the service.

### **B. Award of Contract**

It is the intention of the Lakewood Board of Education to award up to four (4) contract(s) for this proposal pursuant to N.J.S.A. 18A:18A-4.3, 18A:18A-4.4(b), and 18A:18A-4.5(d, e).

### **C. Contracts**

Upon notification of award of contract by the Lakewood Board of Education, the successful vendor(s) shall sign and execute said contract and return it, together with the following:

- Certificate of Liability Insurance with the Lakewood Board of Education names as an additional insured.(If required) or Professional Liability Insurance (If required)
- Affirmative Action Evidence in the form of Certificate of Employee Information Report as issued by the Department of Treasury.
- Other required documents as may be outlined in the proposal specifications.

**Within ten (10) days of receipt of notification of award of contract, the executed contracts and related documents shall be returned to:**

Thaddeus Thompson  
School Business Administrator, Board Secretary  
Lakewood Board of Education  
200 Ramsey Avenue  
Lakewood, NJ 08701

Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by the Board of Education with the financial security becoming property of the Lakewood Board of Education. The Board of Education reserves the right to accept the proposal of the next lowest responsible respondent.

### **D. Renewal of Contract; Availability and Appropriation of Funds**

The Board of Education may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator, Board Secretary, may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board of Education. All multi-year contracts and contract renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The Board of Education is the final authority in awarding renewals of contracts.

E. Term of Contract

The successful respondent, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the Technical Specifications.

F. Purchase Order Required; Notice to Proceed

No contractor or vendor shall commence any project or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

G. Deadline for Submitting Proposals

All proposals shall be addressed to:

**Thaddeus Thompson  
School Business Administrator, Board Secretary  
Lakewood Board of Education  
200 Ramsey Avenue  
Lakewood, NJ 08701**

All proposals are to be received by the Board of Education no later than

**TUESDAY, MAY 3, 2016 at 2:00 P.M.**

**Failure to properly label the proposal envelope may lead to the rejection of the proposal!**

**Proposals received after the date and time noted shall not be considered or opened.**

H. Number of Copies to be Submitted -- One (1) Original; Five (5) Copies

The district requires one (1) original proposal and five (5) copies to be submitted at the proposal date and time.

**17. INSURANCE AND INDEMNIFICATION      ☒ Required      ☐ Not Required**

The respondent to whom the contract is awarded for any service work or construction work shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

General Liability -- \$2,000,000. General Aggregate  
\$1,000,000. Products  
\$1,000,000. Personal Injury  
\$1,000,000. Each Occurrence  
\$50,000. Fire Damage  
\$5,000. Medical Expense

**(A) *Insurance Certificate – When Required***

- a. The contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.
- b. Automobile liability insurance shall be included to cover any vehicle used by the insured.
- c. The certificate holder shall be as follows:

Lakewood Board of Education  
c/o Thaddeus Thompson  
School Business Administrator, Board Secretary  
200 Ramsey Avenue  
Lakewood, NJ 08701

- d. Additional Insured Claim -- The contractor must include the following clause on the insurance certificate.

**"Lakewood Board of Education is named as an additional insured"**

**OTHER INSURANCES**

**WORKERS COMPENSATION** Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal. The minimum limits are the following, unless a greater amount is required by law:

|                             |                            |
|-----------------------------|----------------------------|
| Bodily Injury by Accident   | \$1,000,000 Each Accident  |
| Bodily Injury by Disease    | \$1,000,000 Policy Limit   |
| Bodily Injury by Disease    | \$1,000,000 Each Employee  |
| <u>Contract Liability</u>   | Same as General Liability  |
| <u>Automobile Liability</u> | \$1,000,000 Per Occurrence |

*(B) Indemnification*

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney's fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract or the performance of services by the contractor under the agreement or by a party for the whole contract is liable. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

The Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

**18. INSURANCE; PROFESSIONAL LIABILITY – CERTIFICATE REQUIRED**

☒ Required    ☐ Not Required

The successful respondent to whom the contract is awarded shall provide to the Board of Education with contract documents a Professional Liability Insurance Certificate with the following limits:

\$1,000,000 Each Incident; Occurrence; Wrongful Act  
\$3,000,000 Aggregate

The insurance certificate name as to the certificate holder shall be as follows:

The Lakewood Board of Education  
c/o The Business Office  
200 Ramsey Avenue  
Lakewood, NJ 08701

and remain in full force during the term of contract.

**19. INTERPRETATIONS AND ADDENDA**

Respondents are expected to examine the RFP with care and observe all their requirements. **Recipients of the RFP package will have the option of submitting comments and questions in writing to the appropriate individuals indicated above.** All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the District's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded by the District as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications will be without legal effect.

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations should be made in writing to the School Business Administrator must be received at least ten (10) days prior to the date fixed for the opening of proposals to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the respondents by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of proposals. All addenda so issued shall become part of the contract document.

**20. IRAN DISCLOSURE FORM N.J.S.A. 18A:18A-49.4**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or 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>. Respondents must review this list prior to completing the below certification. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

In addition, respondents 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 outlined above by completing the boxes on the lower portion of the enclosed form.

**Failure to complete, sign and submit the Disclosure of Investment Activities in Iran form with the bid shall be cause for rejection of the bid.**

**21. LIABILITY – COPYRIGHT**

The contractor (vendor) shall hold and save the Lakewood Board of Education, its officials and employees, harmless from liability of any nature or kind for or on account of the use of any

copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

**22. NON COLLUSION AFFIDAVIT (N.J.S.A. 2A:93-6)**

A notarized Non-Collusion Affidavit must be submitted with the proposal package.

**23. OPENING OF PROPOSAL – Proposal Number CC 01-1617**

All proposals shall be opened on **TUESDAY, MAY 3, 2016 AT 2:00 P.M.** in the Office of the School Business Administrator, Administration Building located at 200 Ramsey Avenue, Lakewood, NJ 08701. The names and addresses of the respondents submitting proposals will be recorded.

**24. PAYMENTS**

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by vendor; and
- Personnel attendance logs; and
- Invoices, and
- All of the information required under Technical Specifications

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The Board may, at its discretion may make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

**Invoices**

The invoice clearly outlines the goods received or services rendered and the date(s) the services were rendered.

- The invoice must include the full name and address of the company.
- The invoice must include the board of education purchase order number.
- The invoice must have the company's invoice number that may be used as reference.
- The invoice must list the dates and time goods or services were rendered
- The invoice must be submitted to the respective Grant Department within thirty (30) days of service.

**25. PERFORMANCE BOND**

☒ **REQUIRED**      ☐ **NOT REQUIRED**

When required, the successful vendor shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such bond shall be in the form required by Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Owner shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Owner at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Owner.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

Successful respondent shall execute formal contract with the Board in the form required and in such number of counterparts as the Board may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the successful respondent within ten (10) days after the receipt by the successful respondent of notice accepting his proposal by the Board.

The Lakewood Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

## **26. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY**

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at [www.elec.nj.us](http://www.elec.nj.us).

## **27. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS**

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

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

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

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

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

"When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business

entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity."

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

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

**28. PRESENTATION AND INTERVIEWS**

The Board of Education may at its option, require providers of its choice to attend interviews and make presentations to district officials. This process may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation. **Under no circumstances shall the provisions of the proposal be subject to negotiation—N.J.S.A. 18A:18A-4.5 (b).**

**29. CONFLICT OF INTEREST**

The respondent who is awarded a contract shall be prohibited from employing a staff member or administrator of a nonpublic school where a conflict of interest may occur. A conflict of interest is defined as a teaching member of a nonpublic school providing services to any nonpublic school, including their own school, during their workday/regular working hours.

A nonpublic administrator is defined as a Principal, Curriculum Coordinator, Staff Developer, mentor or any other staff member of a nonpublic school except for a teacher (see note above) or a paraprofessional or support staff member (i.e. secretary). A nonpublic administrator shall not be employed by a successful respondent to provide services to the administrator's own school, however they are permitted to perform services to other than their own school during their non-working hours.

Furthermore, no respondent who is awarded a contract may provide services to a nonpublic school that employs a member of their immediate family (i.e. wife, husband, mother, father, son, daughter, brother, sister or respective in-laws.)

**30. PRE-SUBMISSION OF PROPOSAL MEETING**

The Lakewood Public School District will hold a pre-submission of proposal meeting on **Thursday, 14, 2016 at 10:00 A.M.** in the Conference Room of the Administration Building, located at 200 Ramsey Avenue, Lakewood, NJ.

The purpose of this meeting is to review all legal and technical requirements of the proposal. Respondents are encouraged to attend this meeting. Addenda to the proposal may be issued as a result of the meeting.

**31. RESPONDENT'S RESPONSIBILITY FOR PROPOSAL SUBMITTAL**

It is the responsibility of the respondent to ensure that their proposal is presented to the Business Office and officially received before the advertised date and time of the proposal. It is understood and agreed upon that any person in the Board of Education will be absolved from responsibility for the premature opening of any proposal not properly labeled and sealed.

### **32. STOCKHOLDERS' DISCLOSURE**

All respondents are hereby notified that every corporation and partnership, according to the provision of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement prior to the receipt of the proposal or accompanying the proposal, setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all partners in the partnership, who own 10% or greater interest herein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

### **33. SUBCONTRACTING; ASSIGNMENT OF CONTRACT**

Contractors, services providers, and all vendors with whom the Board of Education have an executed contract may not subcontract any part of any work done or assign any part of contract for goods or materials for the Board without first receiving written permission from the School Business Administrator.

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The Board Business Office may require the following documents to be secured from all approved subcontractors:

- Insurance Certificate as outlined in the proposal specifications;
- Affirmative Action Evidence as outlined in the proposal specifications;
- New Jersey Business Registration Certificate; and
- Other documents as may be required by the Board of Education.

In cases of subcontracting, the Lakewood Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Lakewood Board of Education shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors.

Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

### **34. TAXES**

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et. seq.), and does not pay any sales or use taxes. Respondents should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Lakewood Board of Education.

Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Lakewood Board of Education. All contractors are referred to

New Jersey Division of Taxation–Tax Bulletin S&U-3 for guidance. Again, contractors are not permitted to use the Board's tax identification number to purchase supplies, materials, services of equipment.

### **35. TERMINATION OF CONTRACT**

If the Board determines that the contractor has failed to comply with the terms and conditions of the proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

### **36. WITHDRAWAL OF PROPOSALS**

#### **Before The Proposal Opening**

The School Business Administrator may consider a written request from a respondent to withdraw a proposal if the written request is received by the School Business Administrator before the advertised time of the proposal opening. Any respondent who has been granted permission by the School Business Administrator to have his/her proposal withdrawn cannot re-submit a proposal for the same advertised proposal project. That respondent shall also be disqualified from future proposals on the same project if the project is re-advertised.

#### **After The Proposal Opening**

The Board of Education may consider a written request from a respondent to withdraw a proposal, if the written request is received by the School Business Administrator within five (5) business days after the proposal opening. A request to withdraw a proposal after the specified number of days will not be honored.

The contractor/vendor who wishes to withdraw a proposal must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or an unintentional omission or both.

The request to withdraw a proposal after the proposal opening may be reviewed by the School Business Administrator, the Director of Facilities, other interested administrators' and the Architect of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the proposal withdrawn the contractor/vendor shall be disqualified from quoting on the same project if the project is re-advertised. If the contractor/vendor fails to meet the burden of proof to have the proposal withdrawn, the request to withdraw the proposal will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become property of the Board of Education.

**LAKEWOOD BOARD OF EDUCATION**  
Business Office  
200 Ramsey Avenue  
Lakewood, New Jersey 08701



# **Competitive Contracting**

## **TECHNICAL SPECIFICATIONS**



Thaddeus Thompson  
School Business Administrator  
Board Secretary

## **LAKEWOOD BOARD OF EDUCATION**

### **LINE ITEM 0001 - Chapter 192/193 Instructional Services**

#### **A. Purpose:**

The Lakewood Public School District is seeking proposals from qualified respondents to provide Chapter 192/193 instructional services to eligible students in the Nonpublic Schools in accordance with the Chapter 192/193 manual.

Chapter 192 (Auxiliary Services) are programs that provide nonpublic school students with services such as Compensatory Education, English as a second language and home instruction. Remedial services, referred to as Chapter 193 programs, provide nonpublic school students with services such as supplementary instruction, and speech-language services. New Jersey's Chapter 192 and Chapter 193 programs are provided to eligible students enrolled full-time in a nonpublic elementary and secondary schools in New Jersey.

#### **B. Background of School District**

Lakewood Public Schools is a diverse educational community of students, staff and parents who work cooperatively to create a positive and safe environment where all students learn and reach their full potential through an academic emphasis on the New Jersey Core Curriculum Content Standards. We recognize that all students are unique and that their differences are to be respected and lauded. Our general education and special education plans implement inclusive practices and programs; make use of pupils' needs, abilities and interests; and emphasize basic skills in mathematics, critical thinking, and oral and written communication. We modify programs and offer supports as necessary to assure access and progress for students with disabilities in the general education programs; help students reach their full potential; and promote intellectual, physical, moral social and cultural growth through curricular and co-curricular programs available to all.

The Lakewood School District seeks to provide high quality Chapter 192/193 Services to all nonpublic students who are eligible. The nonpublic community is fast growing and this program services about 16,000 students across 80 nonpublic schools. However, each year there is expected to be between 5-10% growth in nonpublic enrollment. The Lakewood School District has ensured fluidity in programs by the Chapter 192/193 office working closely with vendors and schools and conducting daily site visits to ensure only the highest quality of programming.

#### **C. Scope of Services:**

##### **192 Instructional Services Program Requirements:**

1. The Agency/Service Provider must be approved by the New Jersey Department of Education to provide the services contemplated herein and shall affix a copy of said approval(s) to the proposal(s) submitted as of the due date for the submission of the Request for Proposal.
2. The Agency/Service Provider shall provide Compensatory Education to eligible pupils in communications (Reading and/or Writing) and Computation (Mathematics). (N.J.A.C. 6:8); English as a Second Language to eligible pupils identified as limited English proficient (N.J.A.C. 6A:15 et seq.). [Communications – 30 minutes / Computation – 30 minutes / Both – 60 minutes / English as Second Language – 30] Per week. Students receiving services must be seen once a week, excluding unforeseen circumstances. Push-in services are

highly encouraged by the district. However, should pull out be required, a student may not miss more than 60% of any class between all grant funded services.

3. Such services shall be provided pursuant to and in accordance with N.J.S.A. 18A:46A-1 et seq. (Chapter 192 Laws of 1977), N.J.A.C. 6:8, N.J.A.C. 6A:14-4.9 and any and all rules and regulations promulgated there under by the State Board of Education and/or the Commissioner of Education.
4. The Agency/Service Provider shall prepare, and manage the submission of any and all required application forms including, but not limited to, "Form 407-1" and eligibility criteria in a timely fashion, as outlined by the Board of Education. Students receiving ESL services must have a copy of the test and the scoring sheet used by the testing company attached.
5. The Agency/ Service Provider shall maintain a copy of all documents submitted to the Board of Education for audit purposes. The Agency/Service provider cannot begin services until all forms have been approved by the Board of Education and transmitted the approval to the Agency/ Service Provider.
6. The Agency/ Service Provider will prepare and manage the submission of all student portfolios as outlined by the Board of Education. Students being serviced in grade K-2 must have the eligibility criteria outlined by the Board of Education in conjunction with the guidelines in the Chapter 192/193 manual labeled and attached to 407-1 Form. All portfolios are due to the district no later than July 15, 2017.
7. The Agency/Service Provider shall prepare and provide to the District any and all required State reporting documents including, but not limited to, the "Non-Public School Auxiliary Report" (see N.J.S.A. 18A:6-4).
8. The Agency/Service Provider shall verify to the District the information required by N.J.S.A. 18A:46A-5, N.J.S.A. 18A:46-19.5, and N.J.A.C. 6A:14-6.2(I).
9. The Agency/Service Provider shall prepare and provide to the District all student records in accordance with N.J.A.C. 6:3-6.
10. The Agency/Service Provider shall prepare and provide to the District any and all documents required pursuant to N.J.A.C. 6A:14-6.2.
11. The Agency/Service Provider shall prepare and provide to the District the "Non-Public Student Services Project Completion Report for Chapter 192 and 193 Services" for submission to the Department of Education, Office of Finance, and to the County Superintendent.
12. With regards to Compensatory Education services, the Agency/Service Provider shall assess annually each pupil receiving said services in reading, writing, and mathematics with the cost of same to be borne exclusively by the Agency/Service Provider. The assessment shall not be limited to standardized test scores, but shall include the use of additional diagnostic or criterion referenced information, such as teacher ratings, report cards, writing samples, and book level tests. Services will not begin until all criteria items have been review and approved by the board of education.

13. The approved Agency/Service Provider shall develop and implement an Individual Improvement Plan for each pupil serviced, and provide a copy of same to the District's Chapter 192/193 Office within thirty (30) days of completion of services.
14. With regards to English as a Second Language Services, the Agency/Service Provider shall notify the parents or guardians in their native language to ensure parental understanding of the process, their rights, and the form completion. Any and all required assessments shall be completed exclusively by the Agency/Service Provider with the Agency/Service Provider bearing the cost of same.
15. The Board will retain six percent (6%) administrative fee allowed by the New Jersey Department of Education regulations, for the reimbursement of salary and benefit costs for the Nonpublic Director and other staff utilized to monitor and review the services described herein.
16. The Provider agrees to gather the testing data required to determine eligibility from each of the participating nonpublic schools. The district is not responsible for the cost of testing of students to determine eligibility of services. The Agency/Service Provider agrees to gather the testing data required to determine eligibility from each of the participating nonpublic from the achievement test for grades two through eleven in accordance with all applicable New Jersey State regulations. The Lakewood School District is not responsible for any cost associated with testing to determine the eligibility of students.
17. The Agency/Service Provider shall appoint one (1) individual who will be assigned to monitor the rendering of the services herein, at no additional charge. Said individual shall be available to respond to any inquiries five (5) days a week between the hours of 8:00 A.M. and 4:00 P.M. for any and all information/documentation requested by the Board. The Agency/Service Provider shall provide the name and telephone number and email address of said individual.
18. Requirements subject to change based on updated manuals and monitoring reports.
19. Agency/Service provider is responsible to provide vendor selection paperwork by August 31, 2016.
20. Agency/ Service provider is responsible for end of the year portfolios for grades K-2, for each service the student receives. This portfolio must be kept each year and turned over to the district at the completion of each year. The portfolio should show progress toward short and long term goals specified for each student. The portfolio, at minimum, must include the following:
  1. A copy of the eligibility criteria submitted before the start of series
  2. A report card
  3. End of the year progress report- One (1) per service
  4. A copy of test and that is scored and developmentally appropriate for the student based on age, grade and culture of the student.
  5. Teach observation form- One (1) per service

6. Two (2) sample works for each month the student received service- per service
7. Teacher reflection on portfolio.

If the Agency/ Service provider fails to provide a portfolio for a student, the student cannot be found eligible for 192 services for the following year.

21. Agency/ Service provider is responsible for an Individual Student Improvement Plan for ESL that addresses the following:
  - a. The student's needs assessment in English Language Skills (oral comprehension, speaking, reading and writing)
  - b. Instructional program (goals and measurable objectives, frequency and duration and also teaching techniques, materials and resources)
  - c. Evaluation procedures that are used to determine progress toward performance objective
  - d. Criteria used for exiting the ESL program
  - e. Pre and Post testing results demonstrating students' progress
22. Agency/Service provider will provide on a monthly basis, in addition to hard copies, digital copies (on a USB drive or external hard drive) schedules and student attendance.

#### **Chapter 193 Instructional Services Program Requirements:**

1. Agency/Service Provider shall provide Corrective Speech Services and Supplementary Instruction Services to eligible pupils who are enrolled full-time in a non-public school in accordance with New Jersey Department of Education Guidelines under P.L. 193, N.J.S.A.18A:46-19.1 to 19.9.
2. Speech/language therapy classes will consist of no more than five (5) in a group experiencing similar articulation and language disorders. Corrective Speech students will receive the following per week Students receiving services must been seen once a week, excluding unforeseen circumstance) :
 

|                           |                           |
|---------------------------|---------------------------|
| Articulation              | 30 Minutes per Week       |
| Voice, Fluency & Language | 30 Minutes per Week       |
| Severe Cases              | 30 to 60 Minutes per Week |
3. Supplemental Instruction grouping will consist of five (5) students or less exhibiting similar needs as identified in their Service Plans. Supplementary Instruction students will receive up to 60 minutes per week. Students receiving services must been seen once a week, excluding unforeseen circumstances. However, should pull out be required, a student may not miss more than 60% of any class between all grant funded services.
4. The Agency/Service Provider shall be responsible to notify in writing, any and all non-public schools within the Lakewood School District, regardless of religion or orientation, as to the availability of the services herein by no later than October 1, 2016 and provide a copy of same to the District's Chapter 192/193 office.

5. The Agency/Service Provider shall prepare and provide to the District any and all required State reporting documents including, but not limited to, the "Non-Public School Pupil Auxiliary Report" (See N.J.S.A. 18A:6-4).
6. The Agency/Service Provider shall verify to the District the information required by N.J.S.A. 18A:46A-5, N.J.S.A. 18A:46-19.5 and N.J.A.C. 6A:14-6-2(l).
7. The Agency/Service Provider shall prepare and provide to the District all student records in accordance with N.J.A.C. 6:3-6.
8. The Agency/Service Provider shall prepare and provide to the District the "Non-Public Student Services Project Completion Report for Chapter 192 and 193 Services" for submission to the Department of Education, Office of Finance, and to the County Superintendent.
9. The approved Agency/Service Provider shall develop and implement an Individual Improvement Plan for each pupil serviced and collect data to monitor progress using norm referenced and standardized scores.
10. The Agency/Service Provider will prepare, complete, and forward to the Supervisor of 192/193 any and all forms required by the State of New Jersey, in a timely fashion in order to meet all district and state deadlines, at no additional charge. Same will be "ready" to be directly transmitted to the State of New Jersey.
11. The Agency/Service Provider shall provide, upon request, with such reports and/or documentation/information requested by the Supervisor of Chapter 192/193, at no additional charge.
12. The Provider agrees to gather the testing data required to determine eligibility and provide service plans outlining services in a timely manner. All service plans will be attached to students 407-1 Form. Service plans must include duration of service plan and frequency page. Services plans that expire during the contract year must be updated before services can continue.
13. The Board will retain the six percent (6%) administrative fee allowed by the New Jersey Department of Education regulations, for the reimbursement of salary and benefit costs for the Nonpublic Special Education Consultant (as to Service Plans for classified students) and the Supervisor of 192/193 and other staff utilized to monitor and review the services described herein.
14. Copies of any and all assessments and notices referred to above shall be provided via certified mail (return receipt requested) where applicable to:
  - a. The parents/legal guardians of the child in question, with a copy of the transmittal letter to the Supervisor of Chapter 192/193;
  - b. The school attended by the child in question, with a copy of the transmittal letter to the Supervisor of Chapter 192/193; and
  - c. The Supervisor of Chapter 192/193.

15. Interim Reports of services shall be delivered by the Agency/Service Provider, on a monthly basis, to the Supervisor of 192/193, at no additional charge.
16. The Agency/Service Provider will prepare, complete, and forward to the Supervisor of 192/193,, any and all forms required by the State of New Jersey, in a timely fashion, at no additional charge. Same will be "ready" to be directly transmitted to the State of New Jersey.
17. The Agency/Service Provider shall provide, upon request, with such reports and/or documentation/information requested by the Supervisor of 192/193, at no additional charge.
18. The Agency/Service Provider shall appoint one (1) individual who will be assigned to monitor the rendering of the services herein, at no additional charge. Said individual shall be available to respond to any inquiries five (5) days a week between the hours of 8:00 A.M. and 4:00 P.M. for any and all information/documentation requested by the Board. The Agency/Service Provider shall provide the name and telephone number and email address of said individual.
19. The Agency/Service provider shall be approved by the NJ Department of Education and shall submit proof along with the Request for Proposal by the due date for the submission of the Request for Proposal.
20. The Agency/Service provider shall be solely responsible for collecting any and all data required for Medicaid reimbursement and/or other State and/or Federal and/or grant reimbursement.
21. The Agency/Service Provider shall maintain attendance records of both staff and students in a form acceptable to the district, class schedules and progress reports for each student and provide copies to the district's Chapter 192/193 Office.
22. The Agency/Service Provider agrees to distribute, collect, process, prepare and/or submit all forms promulgated and required by the New Jersey Department of Education and/or any other government agencies for the implementation and provision of the services provided that the district approves of the same.
23. The Agency/Service Provider will provide all required materials to complete and carry out the services including but not limited to testing protocols, textbooks, guides, supplies, teaching materials, workbooks, paper, writing instruments and progress reports at no cost to the district. It is understood that should funding become available to purchase modular classroom units the units so purchased by the school district shall become the property of the school district.
24. The Agency/Service Provider shall provide a roster of students prepared as outlined by the Board of Education, on a monthly basis, no later than the 15<sup>th</sup> of each month to the district's Chapter 192/193 Office. Bills must be submitted no later than thirty (30) days after the service has been provided. This is a condition precedent to receiving payment from the district. In addition a certification shall be attached to all billings that the billings are accurate and in accordance with all applicable laws and regulations. The district will not assume responsibility for payment of services when documentation is not submitted accurately or

within the deadlines set forth.

25. The Agency/Service Provider shall provide any and all technical support to the school district for any and all audits of the services provided at no additional cost to the school district. The Agency/Service Provider shall fully indemnify the school district of any and all audit findings and will be responsible for any and all litigation or appeals of any and all audit findings. In addition, the Agency/Service Provider will fully indemnify the school district for any adverse audit findings that impact the amount the district receives for state and or federal aid.

#### **D. Qualifications**

1. The Agency/Service Provider must be approved by the New Jersey Department of Education to provide the services contemplated herein and shall affix a copy of said approval(s) to the proposal(s) submitted as of the due date for the submission of the Request for Proposal.
2. The Agency/Service Provider shall provide to the Board of Education, copies of the license(s) and/or certificate(s) of any and all instructional staff providing services herein, and will keep same current during the term of the Agreement herein, at no additional charge. In addition, the Agency/Service Provider will conduct criminal background checks of all staff, at their cost, and provide copies of same, along with copies of applicable certifications, to the Superintendent prior to the commencement of the school year.
3. All staff must possess the appropriate licenses to provide the services and continue to possess those licenses during the term of the contract awarded. Those providing services must have a standard certificate appropriate to the grade and/or content/ service
4. The provider must have experience providing similar programs, preferably in the state of New Jersey, for at least five (5) years in at least three (3) districts.

#### **E. Contract Period**

Services for Chapter 192/193 will run from September 1, 2016 through June 30, 2017 with possible options for two additional years in single year increments (Sept. 1, 2017 through June 30, 2018) and (September 1, 2018 through June 30, 2019).

#### **F. Coordination of activities**

Tobree Mostel, Supervisor of Chapter 192/193 and all New Grants; 732-901-2708, [tmostel@piners.org](mailto:tmostel@piners.org)

#### **G. Fee Schedule-Payment**

1. The Agency/Service Provider will be paid on a Monthly basis based on the number of approved students serviced.
2. The Agency/Service Provider will be paid the state fee schedule less the six (6%) percent. The current fee schedule for the 2015-2016 school year can be found at:  
<http://homeroom3.state.nj.us/ch192193addl/doc/FY15PupilRates&Prorates.pdf>

3. Bills must be submitted no later than thirty (30) days after the service has been provided and must include the following items
  - I. Alphabetic roster of students by service by school
  - II. Teacher Schedules
  - III. Signed time sheets (original)
  - IV. Signed Schedule of services (original)
  - V. A digital copy will also be provided to the Board of Education
4. All invoices shall be submitted not later than July 31<sup>st</sup> in order to be considered for payment. Any delinquent invoices **WILL NOT BE PAID.**

#### **H. Presentation Package - (Evaluative Criteria)**

All proposals will be judged on the basis of the district's pre-determined, merit-based evaluative criteria as outlined within the RFP and Technical Specifications. The criteria are:

- I. Technical Criteria
- II. Management Criteria

### **LINE ITEM 0002 - TITLE I BASIC SKILLS TO PROMOTE ACADEMIC ACHIEVEMENT FOR "AT-RISK" AND FAILING CHILDREN IN PRIVATE SCHOOLS**

#### **Purpose of Proposal**

The Lakewood Board of Education seeks qualified Clinics/Agencies to provide Title I Basic Skills to eligible private school students in grades kindergarten through grade 12. The Title I program provides supplemental educational services so that all children have a fair, equal, and significant opportunity to obtain a high-quality education and reach, at a minimum, proficiency on challenging State academic achievement standards and State academic assessments.

#### **Background**

The Lakewood Board of Education services approximately 108 private religious schools. The religious aspect of these schools is an important factor for respondents to consider when submitting their proposal. About 98 percent of these schools are separated by gender, creating a unique target audience at each school. In addition, due to their religious nature, a strict dress code must be adhered to by any respondent(s) contracted to provide services through this proposal.

## **Student Eligibility**

In order to receive Title I services, a student shall:

- 1) Attend a registered private school;
- 2) Reside in the Lakewood Board of Education attendance area; and
- 3) Be identified through multiple, educationally related, objective criteria, as failing or most at-risk of failing, to meet challenging State academic achievement standards.
  - a) These criteria may include achievement tests; teacher referrals and recommendations based on objective, educationally related criteria; and grades.
  - b) Students in kindergarten through grade 2 are selected solely on the basis of such criteria as teacher judgment, interviews with parents, and developmentally appropriate measures.

Students found eligible for both Chapter 192 Compensatory Services, as well as Title I Basic Skills, shall receive applicable Chapter 192 services first. Title I funds **shall not** be used to identify private school children who may be eligible to participate in the program, private school data shall be used for this purpose. The Lakewood Board of Education **will not pay** for any testing to identify eligible Title I students.

## **Scope of Services**

- 1) Services may be offered to all eligible Title I students in grades kindergarten through grade 12 in the following areas:
  - a) English Language Arts (ELA);
  - b) Mathematics;
  - c) Foreign Language; and
  - d) Counseling Programs

(1) Counseling and Foreign Language may be used to help remove barriers that may inhibit learning. These services shall be in addition to students receiving Title I instruction in ELA and/or Mathematics.

- 2) Title I services shall be provided in blocks of up to sixty (60), but not less than twenty (20) minutes, per day depending on school schedules and individual student needs.
- 3) Title I service delivery methods may be in the form of pullout, extended day, or extended year models. During the school day, the program shall be in the form of pull-out only. Title I services **shall not** be provided in the regular classroom through cooperative learning or co-teaching with private school staff.
- 4) Title I services shall be provided in a separate space that is under the Lakewood Board of Education's control when Title I services are being provided. This space may be used for other purposes at other times. Should appropriate space be available, the least disruptive location will be the private school that the participating students attend. If the private school is not available, **a public location** may be used for services such as may be a public library, the space must be separate and partitioned off. The Lakewood Board of Education shall be consulted before any decision is made about the location of Title I services.
- 5) Title I teachers may teach the skills the students are lacking, but they should not be working primarily on homework for the regular classroom. To facilitate the delivery of well-coordinated and high-quality services, Title I teachers, teachers of private school participants, private school officials and Lakewood Board of Education staff should meet and discuss the design and development of the Title I program. One-on-one meetings between Title I teachers and private school teachers of Title I participants should also occur to ensure the Title I program supplements, and is well coordinated with, the regular classroom instruction received by the private school participants.
- 6) Title I services shall be in addition to those services the private school already has in place and **not supplant** the primary instruction in any of the core academic areas from the regular classroom teacher. All participants shall receive their primary instruction in core academic areas from their regular classroom teacher first. Eligible Title I participants shall receive instruction above and beyond that primary instruction from their Title I teacher.
- 7) The awarded respondents shall be responsible for gathering evaluation data of the Title I program throughout the school year. Reports shall be submitted to Lakewood Board of Education staff quarterly to determine the effectiveness of the Title I program and if changes need to be made to better serve Title I participants.

8) Instructional dollars generated by low-income private school children who reside in the Title I attendance area must be used for ***instructional services only***. Instructional costs shall be defined as teacher and paraprofessional salaries, including fringe benefits, instructional books, materials, and equipment necessary to implement the Title I program. Instructional books, materials and equipment shall be approved by Lakewood Board of Education staff prior to purchase.

9) Simply providing a private school with instructional materials and supplies is not an option because it is neither a proper Title I program, nor meets the equitability requirement.

10) Regulations require the Lakewood Board of Education keep title to, and exercise continuing administrative control of, all materials, supplies, equipment and property that is acquired with Title I funds. Equipment and supplies placed in a private school shall be used solely for Title I purposes and shall be removable from the private school, without remodeling the private school facility, if Title I services cease to exist or if removal is necessary to avoid unauthorized use of the items for other than Title I purposes. Non-Title I private school children shall not use materials paid with Title I funds. Each item purchased with Title I funds must be labeled "Property of Lakewood Board of Education" and the labels should not be either easily erased or removable.

11) Statute, as well as the U.S. Constitution, requires that educational services or other benefits, including materials and equipment, be secular, neutral and non-ideological.

12) Paraprofessionals providing instructional support must work under the direct supervision of a New Jersey certified teacher. A paraprofessional works under the direct supervision of a teacher if:

a) The teacher prepares the lessons and plans the instructional support activities that the paraprofessional carries out.

b) The paraprofessional works in close and frequent proximity to the teacher.

c) Paraprofessionals may not work under the supervision of private school teachers.

13) A Title I program for private school participants staffed entirely by paraprofessionals shall not be permitted.

14) Teachers hired by the successful respondents do not have to meet the definition of a "highly qualified teacher", but must be appropriately qualified to teach Title I students.

### **Qualifications of Respondent**

- 1) Each respondent must be independent of the private schools they service and any religious organizations.
- 2) Each respondent must be approved by the Commissioner of Education to provide supplementary instruction services.
- 3) Each respondent must provide the Lakewood Board of Education with a list of all staff working within the private schools they service. A current copy of each staff member's teaching certification and/or occupational license, along with proof of a completed background check from the New Jersey Department of Education Criminal History Review Unit, shall also be provided.

### **Contract Period**

Services for Title I Basic skills to promote academic achievement for "At-Risk" students will run from July 1, 2016 through June 30, 2017 with possible options for two additional years in single year increments (July 1, 2017 through June 30, 2018) and (July 1, 2018 through June 30, 2019).

### **Coordination of Activities**

All efforts and assessments of performance shall be coordinated through Sara Garfunkel, Supervisor of Title I, for the Lakewood Board of Education.

### **Fee Schedule - Payments**

- 1) All invoices shall be submitted by the fifteenth (15th) of the month following service delivery.
- 2) Invoices and supporting documentation should contain detail sufficient to ensure that costs are appropriately charged and should demonstrate they are not serving all children, but that they are focusing additional instruction on targeted Title I students only.

- 3) Contractor shall invoice based on the established rates set forth in the contract and only for instructional services rendered. Contractor shall not bill for time off, prep time, holidays, travel, etc.
- 4) Supporting documentation submitted with the monthly invoice shall include:
  - a) A signed and completed Lakewood Board of Education voucher;
  - b) A roster of students who received services during the month. The roster shall include the private school name, student's name, date of birth, grade, subject, name of Title I teacher/paraprofessional and the criteria used to determine eligibility. Electronic rosters in MS Excel shall also be submitted;
  - c) A principal or administrator of the private school must provide a signature on the roster(s) each month to verify and certify, under penalty and perjury, that said eligible students were serviced by the Clinic/Agency;
  - d) All staff attendance related to services provided (teachers, paraprofessionals, counselors, etc.). Clinic/Agency must submit appropriate timesheets, with all required signatures, in order to receive payment;
  - e) All student attendance related to services provided. Student attendance shall correspond with staff attendance; and
  - f) Only original documents shall be submitted. No copies or faxes will be accepted for supporting documentation.
- 5) Once an invoice is submitted to the Lakewood Board of Education, it shall be deemed complete, true and accurate by the Clinic/Agency. Invoices shall be reviewed in the order they are received.
- 6) Should any additional supporting documentation be requested for payment processing, the Clinic/Agency shall be notified by Lakewood Board of Education staff and given the opportunity to submit said documentation.
- 7) Any supplemental invoices shall be submitted within thirty (30) days of administering services.

- 8) Any charges for services the Clinic/Agency cannot support with adequate documentation shall be removed from the invoice, prior to being approved for payment. The Clinic/Agency shall comply with all Title I statutory and regulatory requirements. The Lakewood Board of Education reserves the right to withhold payment if any statutory and regulatory requirement is not met.
- 9) All invoices shall be submitted not later than July 31<sup>st</sup> in order to be considered for payment. Any delinquent invoices **WILL NOT BE PAID**.

### **Presentation Package - (Evaluative Criteria)**

All proposals will be judged on the basis of the Lakewood Board of Education's pre-determined, merit-based evaluative criteria as outlined within the RFP and Technical Specifications. The criteria are:

- I. Technical Criteria
- II. Management Criteria
- III. Cost Criteria

### **Evaluation Process - Weighting and Scoring of Proposals**

#### **I. Evaluation Process – Weighting and Scoring of Proposals**

The weighting of criteria below reflects the district's determination of the respective significance in relationship to each of the criteria areas for each of the LINE ITEMS contained herein. The proposals will be evaluated and scored accordingly.

All RFP responses are to be evaluated on the basis of whose response is the most advantageous to the district, price and other factors considered, and whose response will provide the highest quality of service at fair and competitive prices.

The Board of Education will use the following one hundred (100) point system in evaluating **LINE ITEM 0001** of all proposals. The criteria to be evaluated are identified below:

|    | <u>Category</u>    | <u>Value Points</u> |
|----|--------------------|---------------------|
| I. | Technical Criteria | 45%                 |

|     |                     |      |
|-----|---------------------|------|
| II. | Management Criteria | 55%  |
|     |                     | 100% |

The Lakewood Board of Education will use the following one hundred (100) point system in evaluating **LINE ITEM 0002** of all proposals. The criteria to be evaluated are identified below:

|      | Category            | Value Points |
|------|---------------------|--------------|
| I.   | Technical Criteria  | 35%          |
| II.  | Management Criteria | 30%          |
| III. | Cost Criteria       | 35%          |

The office of the School Business Administrator will assist in the evaluation of the cost criteria.

**Once the evaluations are completed per LINE ITEM, they will be averaged for each respondent resulting in their final scoring.**

**Each respondent shall be able to and meet all requirements to perform all efforts and services as outlined in BOTH Line Item 0001 AND Line Item 0002.**

#### **Technical Criteria IS THIS THE SAME FOR BOTH EFFORTS???**

Respondents should list all services to be rendered and explain in detail on how they will provide said services. Respondents shall also provide evidence (via supporting documentation ie. previous program evaluations, test scores, student academic achievement analysis) of how services of a similar type were provided to other public and private schools in New Jersey. Respondents, by submitting a proposal, acknowledged they fully understand the scope of service and work connectivity to be performed. Respondents are to provide evidence of instructional approaches that they have implemented and the results thereof in providing the services requested.

#### **Management Criteria IS THIS THE SAME FOR BOTH EFFORTS???**

##### **Business organization**

- 1) The respondent shall submit a full description of the business organization to include, but not limited to:

- a) Name, address, phone, fax, website, email address and other information of the professional firm or individual;
- b) An organizational chart noting the names of all principals and partners;
- c) Resumes of key staff members that will be assigned to provide the requested services; and
- d) Any other information concerning the company that would assist the District in the evaluation process.

**Qualifications; Relevant Experience**

- 1) Respondents shall submit documentation highlighting qualifications and experience they have that will assist the Lakewood Board of Education in the evaluation and selection process. Such documentation shall include, but not be limited to:
  - a) Evidence of providing services as listed in the specifications to public and/or private school districts for a minimum of at least three years;
  - b) A list of previous clients for the past five years.
  - c) Three letters of recommendation from public or private school districts in New Jersey;
  - d) Copies of all professional and/or educational licenses that are required to perform the services as listed in the specifications;
  - e) List of any judgments within the last three years and/or a list of bankruptcy or organization proceedings within the last 10 years;
  - f) Availability of personnel, facilities, equipment and other resources to provide the services requested; and
  - g) Other information concerning the company and/or individuals of the company that would assist the district in the evaluation process

**Costs Criteria - Fee Proposals for LINE ITEM 0001 only**

Respondents shall submit a fee proposal schedule that complements the services that are being requested. The Lakewood Board of Education is requiring all proposals be submitted on a per hourly basis specifically for the following labor categories:

- Hourly rate for MA certified teacher:
- Hourly rate for BA certified teacher:
- Hourly rate for paraprofessional/substitute:
- Hourly rate for Licensed Clinical Social Worker:

The fee provided by the respondent shall be a significant part of the evaluation process as conducted by Lakewood Board of Education staff. If the respondent does not respond as outlined above, the proposal will be considered nonresponsive and **shall not** be considered for award.

All incidental expenses related to this contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the respondent. The Lakewood Board of Education will not reimburse any vendor for any incidental expenses related to the contract.

There may be a circumstance where a request is made for the respondent to provide services not directly related to this proposal. Services not related to this proposal shall not be provided by the respondent. The Lakewood Board of Education will procure these services separately via authorized purchase order.

Extraordinary expenses that are incurred by the respondent in the performance of his or her duties may be brought to the Lakewood Board of Education prior to the actual expenditure. The Lakewood Board of Education, upon recommendation of the appropriate administrator, may consider reimbursing the expense or the Lakewood Board of Education may procure the services separately.

#### **Evaluation of Proposals - Evaluation Committee**

A committee has been selected to evaluate proposals that have been submitted. Committee members are familiar with the need for services to be performed in the request for proposal.

Committee members will be identified in the final report submitted to the District and also in the award of contract resolution.

In accordance with the Office of State Comptroller's publication  
Best Practices for Awarding Services Contracts

Section 4 – *(The Need for an Evaluation Committee)*, it has been determined that the evaluators:

- “. . . are sufficiently qualified to evaluate the strengths and weaknesses of the proposals submitted.”
- “. . . have the relevant experience necessary to evaluate the proposal;” and
- “. . . are familiar with the need for the services to be performed in the request for proposals.”

Thaddeus Thompson, School Business Administrator, Board Secretary, Purchasing Agent will review and evaluate all proposals as they pertain to the procurement process.

#### **Award of Contract**

It is the intention of the Lakewood Board of Education to **award up to four (4) contract(s) for the providing of services of both LINE ITEM 0001 AND 0002** to the respondent/respondents whose response is the most advantageous to the Lakewood Board of Education, price and other factors considered; and who will provide the highest quality service at fair and competitive prices. **A minimum score of 75 shall be necessary for consideration.**

**LAKEWOOD BOARD OF EDUCATION**  
Business Office  
200 Ramsey Avenue  
Lakewood, New Jersey 08701



# **Competitive Contracting PROPOSAL DOCUMENTS AND REQUIRED DOCUMENTATION**

All documents in this section shall be completed, signed and submitted with the Proposal package – Failure to submit the Proposal documents and other documents so specified may be cause to reject the Proposal for being non-responsive (N.J.S.A. 18A:18A-2(y)).



Thaddeus Thompson  
School Business Administrator  
Board Secretary

## LAKESWOOD BOARD OF EDUCATION

Business Office  
200 Ramsey Avenue  
Lakewood, New Jersey 08701

### Proposal Form

Proposal No. CC 01-1617

Proposal Date: TUESDAY, MAY 3, 2016  
2:00 P.M.

I/we hereby submit the following proposal for **CHAPTER 192/193 INSTRUCTIONAL SERVICES TO ELIGIBLE STUDENTS and TITLE I BASIC SKILLS TO PROMOTE ACADEMIC ACHIEVEMENT FOR "AT-RISK" AND FAILING CHILDREN OF NONPUBLIC SCHOOLS IN LAKEWOOD**

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

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

Telephone No. \_\_\_\_\_ Ext. \_\_\_\_\_ Fax No. \_\_\_\_\_

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

Tax ID No. \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**To be completed, signed below and returned with proposal.**

**CHAPTER 192/193 INSTRUCTIONAL SERVICES TO ELIGIBLE STUDENTS and  
TITLE I BASIC SKILLS TO PROMOTE ACADEMIC ACHIEVEMENT FOR "AT-  
RISK" AND FAILING CHILDREN OF NONPUBLIC SCHOOLS IN LAKEWOOD**

***Acknowledgement of Addenda***

Proposal Number CC 01-1617 Proposal Date: TUESDAY, MAY 3, 2016  
2:00 P.M.

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

| <u>ADDENDA NO.</u> | <u>ISSUING DATES</u> |
|--------------------|----------------------|
| _____              | _____                |
| _____              | _____                |
| _____              | _____                |
| _____              | _____                |

☐ **No Addenda Received**

Name of Company \_\_\_\_\_

Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

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

Name of Authorized Representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**To be completed, signed below and returned with proposal.**

**AFFIRMATIVE ACTION QUESTIONNAIRE**

Proposal No. **CC 01-1617**

Proposal Date: **TUESDAY, MAY 3, 2016 at 2:00 P.M.**

This form is to be completed and returned with the proposal. However, the Board will accept in lieu of this Questionnaire, Affirmative Action Evidence Employee Information Report stapled to this page.

1. Our company has a federal Affirmative Action Plan approval. ☐ Yes ☐ No

*If yes*, please attach a copy of the plan to this questionnaire.

2. Our company has a N.J. State Certificate of Employee Information Report. ☐ Yes ☐ No

*If yes*, please attach a copy of the certificate to this questionnaire.

3. If you answered "**NO**" to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

**[www.state.nj.us/treasury/contract/compliance/](http://www.state.nj.us/treasury/contract/compliance/)**

- Click on "Employee Information Report"
- Complete and submit the form with the appropriate payment to:

Department of Treasury  
Division of Public Contracts/EEO Compliance  
P.O. Box 209  
Trenton, NJ 08625-0002

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the Board of Education within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

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

***To be completed, signed below and returned with proposal.***

Proposal No. **CC 01-1617**

Proposal Date: **TUESDAY, MAY 3, 2016 at 2:00 P.M.**

Title: I/we hereby submit the following proposal for **CHAPTER 192/193  
INSTRUCTIONAL SERVICES TO ELIGIBLE STUDENTS and TITLE I BASIC  
SKILLS TO PROMOTE ACADEMIC ACHIEVEMENT FOR "AT-RISK" AND  
FAILING CHILDREN OF NONPUBLIC SCHOOLS IN LAKEWOOD**

Lakewood Board of Education  
Business Office  
200 Ramsey Avenue, Lakewood, NJ

**Chapter 271  
Political Contribution Disclosure Form  
(Contracts that Exceed \$17,500.00)  
Ref. N.J.S.A. 52:34-25**

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<br/>Contribution</u></b> | <b><u>Amount of<br/>Contribution</u></b> | <b><u>Name of Recipient<br/>Elected Official/<br/>Committee/Candidate</u></b> | <b><u>Name of<br/>Contributor</u></b> |
|----------------------------------------|------------------------------------------|-------------------------------------------------------------------------------|---------------------------------------|
|                                        |                                          |                                                                               |                                       |
|                                        |                                          |                                                                               |                                       |
|                                        |                                          |                                                                               |                                       |
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|                                        |                                          |                                                                               |                                       |
|                                        |                                          |                                                                               |                                       |

The Business Entity may attach additional pages if needed.

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

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

**(form continued from the previous page)**

***To be completed, signed below and returned with proposal.***

Proposal No. **CC 01-1617**

Proposal Date: **TUESDAY, MAY 3, 2016 at 2:00 P.M.**

Title: I/we hereby submit the following proposal for **CHAPTER 192/193 INSTRUCTIONAL SERVICES TO ELIGIBLE STUDENTS and TITLE I BASIC SKILLS TO PROMOTE ACADEMIC ACHIEVEMENT FOR "AT-RISK" AND FAILING CHILDREN OF NONPUBLIC SCHOOLS IN LAKEWOOD**

**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 \_\_\_\_\_

Proposal No: CC 01-1617

Title: I/we hereby submit the following proposal for **CHAPTER 192/193 INSTRUCTIONAL SERVICES TO ELIGIBLE STUDENTS and TITLE I BASIC SKILLS TO PROMOTE ACADEMIC ACHIEVEMENT FOR "AT-RISK" AND FAILING CHILDREN OF NONPUBLIC SCHOOLS IN LAKEWOOD**

## **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."

**P.L. 2005, c.271**

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

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

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

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

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

**52:34-25** 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for Proposals, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity Proposal thereon or negotiating therefor, to submit along with its Proposal or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

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

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

c. As used in this section:

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

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

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

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

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

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

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

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

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

As used in this section:

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

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

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

4. This act shall take effect immediately.

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

State: Governor, and Legislative Leadership Committees

Legislative District #s: 9, 10, &amp; 30

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

**County:**

Freeholders

County Clerk

Sheriff

Surrogate

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

Barnegat Light Borough

Barnegat Township

Bay Head Borough

Beach Haven Borough

Beachwood Borough

Berkeley Township

Brick Township

Dover Township

Eagleswood Township

Harvey Cedars Borough

Island Heights Borough

Jackson Township

Lacey Township

Lakehurst Borough

Lakewood Township

Lavallette Borough

Little Egg Harbor Township

Long Beach Township

Manchester Township

Mantoloking Borough

Ocean Gate Borough

Ocean Township

Pine Beach Borough

Plumsted Township

Point Pleasant Beach Borough

Point Pleasant Borough

Seaside Heights Borough

Seaside Park Borough

Ship Bottom Borough

South Toms River Borough

Stafford Township

Surf City Borough

Tuckerton Borough

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

Barnegat Township

Bay Head Borough

Beach Haven Borough

Berkeley Township

Brick Township

Central Regional

Eagleswood Township

Island Heights Borough

Jackson Township

Lacey Township

Lakehurst Borough

Lakewood Township

Lavallette Borough

Little Egg Harbor Township

Long Beach Island

Manchester Township

Mantoloking

Ocean Gate Borough

Ocean Township

Pinelands Regional

Plumsted Township

Point Pleasant Beach Borough

Point Pleasant Borough

Seaside Heights Borough

Seaside Park Borough

Southern Regional

Stafford Township

Toms River Regional

Tuckerton Borough

**Fire Districts (Board of Fire Commissioners):**

Brick Township Fire District No. 1

Brick Township Fire District No. 2

Brick Township Fire District No. 3

Dover Township Fire District No. 1

Dover Township Fire District No. 2

Jackson Township Fire District No. 1

Jackson Township Fire District No. 2

Jackson Township Fire District No. 3

Jackson Township Fire District No. 4

Lakewood Township Fire District No. 1

Little Egg Harbor Township. Fire District No. 1

Little Egg Harbor Township Fire District No. 2

Little Egg Harbor Township Fire District No. 3

Plumsted Township Fire District No. 1

***To be completed, signed below and returned with proposal.***

**Contractor/Vendor Questionnaire/Certification**

Proposal Number: **CC 01-1617**      Proposal Date: **TUESDAY, MAY 3, 2016 at 2:00 P.M.**

**Title: CHAPTER 192/193 INSTRUCTIONAL SERVICES TO ELIGIBLE STUDENTS and  
TITLE I BASIC SKILLS TO PROMOTE ACADEMIC ACHIEVEMENT FOR "AT-RISK"  
AND FAILING CHILDREN OF NONPUBLIC SCHOOLS IN LAKEWOOD**

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 \_\_\_\_\_

**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 Certification**

**Direct/Indirect Interests**

I declare and certify that no member of the Lakewood 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.

I certify that I am not an official or employee of the Lakewood Board of Education.

**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 Lakewood 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 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**

Lakewood Board of Education  
STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: CC 01-1617

Respondent/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**

**RESPONDENTS MUST COMPLETE PART 1 BY CHECKING EITHER BOX  
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to public Law 2012, c. 25, any person or entity that submits a bid or 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>. Respondents must review this list prior to completing the below certification. **Failure to complete the certification will render a respondent's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the respondent listed above nor any of the respondent's parents, 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 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 respondent 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 non-responsive 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 outlined above by completing the box below.

**PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.**

|                                                      |                                  |
|------------------------------------------------------|----------------------------------|
| Name: _____ Relationship to Respondent/Offeror _____ |                                  |
| Description of Activities _____<br>_____             |                                  |
| Duration of Engagement _____                         | Anticipated Cessation Date _____ |
| Respondent/Offeror Contact Name _____                | Contact Phone Number _____       |

**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 State of New Jersey and the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

***To be completed, signed below and returned with proposal.***

**NON-COLLUSION AFFIDAVIT**

Proposal No. **CC 01-1617**

**Title: CHAPTER 192/193 INSTRUCTIONAL SERVICES TO ELIGIBLE STUDENTS and  
TITLE I BASIC SKILLS TO PROMOTE ACADEMIC ACHIEVEMENT FOR "AT-RISK"  
AND FAILING CHILDREN OF NONPUBLIC SCHOOLS IN LAKEWOOD**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

Proposal Date: **TUESDAY, MAY 3, 2016 at 2:00 P.M.**

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  
\_\_\_\_\_ Position in Company  
the firm of \_\_\_\_\_ 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 Respondents, or otherwise taken any  
action in restraint of free, competitive proposals in connection with the above named Proposal, and that all  
statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge  
that the Board of Education of the City of Lakewood 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

\_\_\_\_\_  
Print Name of Notary Public

\_\_\_\_\_  
**NOTARY PUBLIC SIGNATURE**

My commission expires \_\_\_\_\_ - Seal -  
Month Day Year

## RESPONDENT'S COMMENT FORM

Proposal No. CC 01-1617

Title: **CHAPTER 192/193 INSTRUCTIONAL SERVICES TO ELIGIBLE STUDENTS and  
TITLE I BASIC SKILLS TO PROMOTE ACADEMIC ACHIEVEMENT FOR "AT-RISK"  
AND FAILING CHILDREN OF NONPUBLIC SCHOOLS IN LAKEWOOD**

Proposal Date: TUESDAY, MAY 3, 2016 at 2:00 P.M.

This form is for Respondent's use in offering voluntary alternates, or other comments intended to afford the Board information or opportunities to improve the quality of the project, without invalidating the Proposal. It may *not* be used to take exception to specific conditions of the project defined in the contract documents which the Respondent does not like. The Proposal provided must be based upon the plans and specs, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Respondent wishes to raise objection, this must be done at the Pre-Proposal meeting, or in writing to the Architect through the question process outlined in the Instructions to Respondents. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all Respondents of record. Inquires raised too close to the Proposal date will not be able to be answered.

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Name of Company \_\_\_\_\_

Address \_\_\_\_\_

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

Name of Authorized Representative \_\_\_\_\_

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

***To be completed, signed below and returned with proposal.***

**STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP**

Proposal No. **CC 01-1617**

Title: **CHAPTER 192/193 INSTRUCTIONAL SERVICES TO ELIGIBLE STUDENTS and  
TITLE I BASIC SKILLS TO PROMOTE ACADEMIC ACHIEVEMENT FOR "AT-RISK"  
AND FAILING CHILDREN OF NONPUBLIC SCHOOLS IN LAKEWOOD**

Proposal Date: **TUESDAY, MAY 3, 2016 at 2:00 P.M.**

Please check one type of Ownership, complete the form, and execute where provided.

- |                                                       |                                                                 |
|-------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> <u>Corporation--</u>         | <input type="checkbox"/> <u>Limited Partnership--</u>           |
| <input type="checkbox"/> <u>Partnership--</u>         | <input type="checkbox"/> <u>Limited Liability Corp.--</u>       |
| <input type="checkbox"/> <u>Sole Proprietorship--</u> | <input type="checkbox"/> <u>Limited Liability Partnership--</u> |
| <input type="checkbox"/> <u>Sub Chapter S Corp.--</u> | <input type="checkbox"/> <u>Other-_____</u>                     |

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the Proposal or accompanying the Proposal of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be." If one or more such stockholder "or partner" is itself a corporation "or partnership", the stockholder holding 10% or more of that corporation "or partnership" the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be, continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

**IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH PROPOSAL.** In the event that there are no persons who own ten percent or more of the stock or ownership of the Respondent then such fact should be certified below as part of this disclosure.

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

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

***List of Owners with Ten Percent (10%) or More Interest***

| <u>Owner's Name</u> | <u>Home Address</u> | <u>Title/Office Held</u> | <u>Percent (%) of<br/>Partnership<br/>Shares Owned</u> |
|---------------------|---------------------|--------------------------|--------------------------------------------------------|
|                     |                     |                          |                                                        |
|                     |                     |                          |                                                        |
|                     |                     |                          |                                                        |
|                     |                     |                          |                                                        |
|                     |                     |                          |                                                        |
|                     |                     |                          |                                                        |

**NOTE:** If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

(form continued from previous page)

***To be completed, signed below and returned with proposal.***

Proposal No. CC 01-1617

Title: **CHAPTER 192/193 INSTRUCTIONAL SERVICES TO ELIGIBLE STUDENTS and  
TITLE I BASIC SKILLS TO PROMOTE ACADEMIC ACHIEVEMENT FOR "AT-RISK"  
AND FAILING CHILDREN OF NONPUBLIC SCHOOLS IN LAKEWOOD**

Proposal Date: TUESDAY, MAY 3, 2016 at 2:00 P.M.

**STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP (cont.)**

If your firm is not a corporation and/or partnership, please explain below how your firm is organized and include a list of the various principals.

Our firm, \_\_\_\_\_, is organized

Names of Principals

Title

Use additional paper if needed. Check here ☐ if additional sheets are attached.

**Name of Company** \_\_\_\_\_

**Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

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

**SIGNATURE OF AUTHORIZED AGENT**

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

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

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

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

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

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

(REVISED 4/10)

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

**EMPLOYEE INFORMATION REPORT**

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

**SECTION A - COMPANY IDENTIFICATION**

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

|                   |               |           |                               |
|-------------------|---------------|-----------|-------------------------------|
| Official Use Only | DATE RECEIVED | NAUG DATE | ASSIGNED CERTIFICATION NUMBER |
|                   |               |           |                               |

**SECTION B - EMPLOYMENT DATA**

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

| JOB CATEGORIES                                 | ALL EMPLOYEES                   |                |                  | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN |          |             |       |         |                    |          |             |       |         |
|------------------------------------------------|---------------------------------|----------------|------------------|----------------------------------------------------|----------|-------------|-------|---------|--------------------|----------|-------------|-------|---------|
|                                                | COL. 1<br>TOTAL<br>(Cols 2 & 3) | COL. 2<br>MALE | COL. 3<br>FEMALE | ***** MALE *****                                   |          |             |       |         | ***** FEMALE ***** |          |             |       |         |
|                                                |                                 |                |                  | BLACK                                              | HISPANIC | AMER INDIAN | ASIAN | NON MIN | BLACK              | HISPANIC | AMER INDIAN | ASIAN | NON MIN |
| Officials/Managers                             |                                 |                |                  |                                                    |          |             |       |         |                    |          |             |       |         |
| Professionals                                  |                                 |                |                  |                                                    |          |             |       |         |                    |          |             |       |         |
| Technicians                                    |                                 |                |                  |                                                    |          |             |       |         |                    |          |             |       |         |
| Sales Workers                                  |                                 |                |                  |                                                    |          |             |       |         |                    |          |             |       |         |
| Office & Clerical                              |                                 |                |                  |                                                    |          |             |       |         |                    |          |             |       |         |
| Craftworkers (Skilled)                         |                                 |                |                  |                                                    |          |             |       |         |                    |          |             |       |         |
| Operatives (Semi-skilled)                      |                                 |                |                  |                                                    |          |             |       |         |                    |          |             |       |         |
| Laborers (Unskilled)                           |                                 |                |                  |                                                    |          |             |       |         |                    |          |             |       |         |
| Service Workers                                |                                 |                |                  |                                                    |          |             |       |         |                    |          |             |       |         |
| TOTAL                                          |                                 |                |                  |                                                    |          |             |       |         |                    |          |             |       |         |
| Total employment from previous Report (if any) |                                 |                |                  |                                                    |          |             |       |         |                    |          |             |       |         |
| Temporary & Part-Time Employees                |                                 |                |                  |                                                    |          |             |       |         |                    |          |             |       |         |

The data below shall NOT be included in the figures for the appropriate categories above

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

**SECTION C - SIGNATURE AND IDENTIFICATION**

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

**Sample AA302**

**INSTRUCTIONS FOR COMPLETING THE  
EMPLOYEE INFORMATION REPORT (FORM AA302)**

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

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

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

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

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

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

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

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

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

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

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

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

**Racial/Ethnic Groups will be defined:**

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

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

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

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

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

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

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

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

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

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

NJ Department of the Treasury

Division of Public Contracts Equal Employment Opportunity Compliance

P.O. Box 206

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

CC B09erprate Dec. 2014

**LAKEWOOD BOARD OF EDUCATION**  
Business Office  
200 Ramsey Avenue  
Lakewood, New Jersey 08701



# **FEDERAL CONTRACT REQUIREMENTS**

## **2 CFR PART 200 et seq.**

# **ADDENDA**

**Public Works, Goods and Services; Food Services Contracts**

**REVIEW AND SIGN:**

Attachment A (Page 10 of 13)  
Attachment B (Page 11 of 13)  
Attachment C (Page 12 of 13)

***SUBMIT FORMS WITH BID PACKAGE***



**Thaddeus Thompson**  
School Business Administrator

March 2015—Effective Date July 1, 2015

### **Federal Contract Requirements Addendum**

The Lakewood Board of Education and the Contractor acknowledge that this Contract is funded in part or entirely by the Federal Government and the parties agree to comply with all sections of the **Federal Uniform Administrative Requirements 2 CFR Part 200 et seq.** including, but not limited to, the following:

**Please Note:**    ***Food Services Contracts***

The Lakewood Board of Education also procures goods and services paid from federal funds received by the school district as it pertains to the Food Services Department.

Contractors shall comply with the Board's Specifications and General Requirements for Food Services contracts and the following Federal Regulations:

- |                                 |                 |
|---------------------------------|-----------------|
| • National School Lunch Program | 7 CFR 210.21    |
| • School Breakfast Program      | 7 CFR 220.16    |
| • Special Milk Program          | 7 CFR 215.14(a) |
| • Summer Food Service Program   | 7 CFR 225.17    |
| • Buy American                  | 7 CFR 210.21(d) |

### **Specific Contract Requirements**

1. The Contractor shall comply with all aspects of the Board's Specifications and General Requirements for Public Works Contracts or Bid Specifications and General Requirements for Goods and Services Contracts as pertain to this Contract. In the event of a conflict between the said Specifications and General Requirements, the Public School Contracts Law at N.J.S.A. 18A: 18A-1 et seq. and Federal Procurement Regulations, the stricter requirements shall govern.
2. The Department of Education has the authority to require changes to this Contract and include remedies, changed conditions, access in records retention, suspension of work and other clauses approved by the Office of Federal Procurement Policy.
3. ALL CONTRACTS, AWARDED BY A RECIPIENT, INCLUDING SMALL PURCHASES, SHALL CONTAIN THE FOLLOWING PROVISIONS AS APPLICABLE:
  - A. ***Equal Employment Opportunity*** –*If the contract exceeds \$10,000, it shall contain a provision requiring compliance with E.O. 11246 -- Equal Employment Opportunity, as amended by E.O. 11375 -- Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60 -- Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.*

#### **Notice of Requirement for Affirmative Action to Ensure Equal Opportunity (Executive Order 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard of Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

**(See Attachment A to this Addendum for goals and timetables for minorities and women.)**

Contractor's compliance with Executive Order 11246 shall be based upon its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the Standard Federal Equal Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer Identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65977, Oct. 3, 1980]

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60- 1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-46 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes
  - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification)

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the US Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall

specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing

subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (eg., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (eg., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-42 and the specifications set forth in 41 CFR 60-43 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, Oct 20, 1978; 43 FR 51401, Nov 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted/performed in the covered area). If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

#### Small Minority and Women's Businesses.

If the Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall consist of: (1) including qualified small, minority, and women's businesses on solicitation lists; (2) assuring that small, minority, and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

**B. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** -- All contracts and sub-grants in excess of \$2,000 for construction or repairs awarded by recipients and sub-recipients must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3 -- Contractors and Subcontractors on Public

Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

- C. ***Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)*** -- When required by Federal program legislation, all construction contracts awarded by the recipients and sub-recipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5 -- Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- D. ***Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)*** -- Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers must include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- E. ***Rights to Inventions Made Under a Contract or Agreement*** -- Contracts or agreements for the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401 -- Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations promulgated by the awarding agency.
- F. ***Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.)***, as amended--Contracts and sub-grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- G. ***Byrd Anti-Lobbying Amendment (31 U.S. C. 1352)*** -- Contractors who apply or bid for an award of \$100,000 or more shall file the attached certification. (See Attachment B to this Addendum). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are forwarded from tier to tier up to the recipient.

- H. **Debarment and Suspension** (E.O. 12549 and E.O. 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). Debarment and Suspension. **SAM Exclusions** contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (Ref. 2 CFR 200.212) **(See Attachment C to this Addendum)**
- I. Contractors with awards that exceed the small purchase threshold must provide the required certification regarding its exclusion status and that of its principal employees. (Authority: 20 U.S.C. 1221e-3, 3474; OMB Circular A-110)
- J. The Contractor and the Board shall comply with environmental standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PUB.L.94-163, 89 STAT.871).

#### 4. CODES OF CONDUCT CONFLICTS OF INTERESTS/GRATUITIES

- A. The Board, Contractor and its Subcontractors will follow, maintain and comply with a written code of standards of conduct that govern the performance of their employees engaged in the award and administration of contracts including, but not limited to, compliance with the School Ethics Act at N.J.S.A.18A:12-21 et. seq. In addition no employee, officer or agent of the grantee or sub-grantee shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when (i.) the employee, officer or agent, (ii.) any member of his immediate family, (iii.) his or her partner, or (iv), an organization which employs, or is about to employ any of the above has a financial or other interest in the firm selected for award.
- B. The Board of Education, its officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements. Grantee and sub-grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value, if not in violation of the School Ethics Act. To the extent permitted by State or Local Law, applicable Rules or Regulations, and as prescribed by the School Ethics Act, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub-grantee's, officers, employees, or agents, or by contractors or their agents. Additional prohibitions relative to real, apparent, or potential conflicts of interest shall be governed by the School Ethics Act at N.J.S.A. 18A:12-21. (Ref. 2 CFR 200.318 (c) (1))

***Complete, Sign & Return***

**ATTACHMENT A**

***Complete, Sign & Return***

**Goals and Timetables for Minorities and Women**

**Construction Projects ONLY**

**Please complete and sign:**

- ☐ **Applicable** – Please provide goals and timetables; complete below  
☐ **Not Applicable** – Check off and complete below

**Name of Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

*Complete, Sign & Return*

**ATTACHMENT B**  
**CERTIFICATION REGARDING LOBBYING**

*Complete, Sign & Return*

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

|                                                                                                                                   |               |               |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|
| <b>* APPLICANT'S ORGANIZATION</b>                                                                                                 |               |               |
|                                                                                                                                   |               |               |
| <b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>                                                                      |               |               |
| Prefix:                                                                                                                           | * First Name: | Middle Name:  |
|                                                                                                                                   |               |               |
| *Last Name:                                                                                                                       | Suffix:       |               |
|                                                                                                                                   |               |               |
| *Title: <span style="border: 1px solid black; display: inline-block; width: 200px; height: 20px; vertical-align: middle;"></span> |               |               |
| <b>*SIGNATURE:</b>                                                                                                                |               | <b>*DATE:</b> |
|                                                                                                                                   |               |               |

**Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion -- Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 200.212, for all lower tier transactions meeting the threshold and tier requirements stated at Section 200.212.

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

|                                                     |                                     |
|-----------------------------------------------------|-------------------------------------|
| NAME OF APPLICANT                                   | PR/AWARD NUMBER AND/OR PROJECT NAME |
| PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE |                                     |
| SIGNATURE                                           | DATE                                |

## **SUPPLEMENT TO STANDARD SPECIFICATIONS FOR PUBLIC WORKS**

The Construction Contract with the Board shall contain the following provisions:

- b. The Contractor shall post a maintenance bond with a term of two (2) years to protect the Board against faulty materials or defective work that shall appear within a period of two (2) years from the date of final payment or acceptance of the work by the Board, whichever is later.
- c. If the Contractor shall fail to perform any aspect of the work in accordance with the requirements of the Contract, the Board may, upon five (5) days written notice to the Contractor and without prejudice to its other rights and remedies under the Contract, the Public School Contracts Law, and applicable rules and regulations, correct the defective work and deduct the cost thereof from payment due or to become due the Contractor.
- d. The Board may withhold all or part of a payment to the Contractor for defective work not remedied.
- e. The Board has the right to terminate the Contract if the Contractor repeatedly refuses to perform the terms and conditions of the Contract or if the Contractor violates or disregards federal, state and local laws or, the directives of the Board or its Contract Administrator. The Board, upon the written recommendation of its Contract Administrator that sufficient cause exists to justify such termination, shall provide the Contractor with seven (7) days written notice of termination of the Contract containing the reasons for the termination, the effective date and may finish the work with another Contractor or take other remedies that may be legally available and the Contractor shall not be entitled to any further payment.
- f. If the expense of completing the work exceeds the unpaid balance of the Contract, the Contractor shall pay the difference to the Board.
- g. The Board may upon seven (7) days written notice to the Contractor and at any time after the execution of this Contract, terminate or reduce the services of the Contractor to be undertaken hereunder for any reason, including but not limited to, the Board's convenience, abandonment of the project, or the unavailability of funds to complete the work. In the event of such termination, the Contractor shall be compensated for its approved services performed hereunder up to the date of termination, and for all reasonable costs of termination as agreed to by the parties, except for lost profits, and damages of any kind, including claims of interference with lost business advantage.
- h. All claims or disputes under the Contract between the Parties shall be submitted to the alternative dispute resolution process in Exhibit B of the Construction Contract at the selection of either party to the dispute as attached hereto and made a part hereof.

TO ALL RESPONDENTS:

**REMINDER!**

Did you sign all of the Proposal documents?

All Proposal documents returned to the Board shall be signed with original signatures. Please try to use **BLUE INK**.

The Board will not accept facsimile or rubber stamp signatures.

Failure to sign all Proposal documents may be cause for disqualification and rejection of the Proposal.

Thaddeus Thompson,  
School Business Administrator  
Board Secretary