

LAKEWOOD Board of Education
LAKEWOOD, New Jersey

Competitive Contracting
Proposal Specifications
&
General Requirements
For

**NONPUBLIC SCHOOL SECURITY GUARD
SERVICES**

Proposal No: CC 05-2122

Thursday, July 15, 2021

Proposal Opening Date

11:00 am

Proposal Opening Time

Kevin Campbell
Assistant School Business Administrator/Board Secretary

LAKEWOOD BOARD OF EDUCATION
REQUEST FOR PROPOSALS
Competitive Contracting

The Lakewood Board of Education of Lakewood, New Jersey, solicits proposals through the Competitive Contracting process for:

Proposal No. CC 05-2122

**Title of Proposal: NONPUBLIC SCHOOL SECURITY
GUARD SERVICES**

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

Kevin Campbell

Assistant School Business Administrator/Board Secretary

LAKEWOOD Board of Education

200 Ramsey Ave

LAKEWOOD, New Jersey 08701

Fax 732-905-3687

E mail dpiasentini@lakewoodpiners.org

Proposals must be sealed and delivered to the Office of the Interim School Business Administrator/ Board Secretary of LAKEWOOD Board of Education, **on or before** date and time indicated below. The envelope is to bear the following information:

Title: **NONPUBLIC SCHOOL SECURITY GUARD SERVICES**

Proposal No.: **CC 05-2122**

Name and Address of the Respondent

Date: **Thursday, July 15, 2021**

Time: **11:00 am**

Attn: **Purchasing Manager**

Location of Proposal Opening:

Live Streamed from

LAKEWOOD BOARD OF EDUCATION

200 Ramsey Ave

LAKEWOOD, New Jersey 08701

No proposals shall be received after the time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)).

The district shall not be responsible for the loss, non-delivery, late delivery or physical condition of bids sent by mail or courier service. In the event the district is closed due to an emergency, the opening of the bids will be rescheduled and posted on the website.

Special Notice—Office of the School Business Administrator

The Board of Education during this emergent time is currently closed and there is no guarantee the district offices will be opened by the advertised submission date. As the Assistant School Business Administrator/Board Secretary of the district, I am providing this Special Notice concerning the submission and opening of bids.

Submission of Bids—US Postal Service/Delivery Service

All potential respondents are encouraged to send their responses through the US Postal Service via certified mail/overnight delivery or other recognized delivery service that provides certification of delivery to the sender.

Submission of Bids—Hand Deliver—Day of the Bid Opening

While the use of the US Postal Service or courier service is preferred, the district will accept hand-delivered bid packages at the Board of Education Administrative Offices, 200 Ramsey Ave., Lakewood, NJ. A **security specialist** is posted at the reception area from 9:00 a.m. to 5:00 p.m. Monday thru Friday and will accept any Bid Packages hand delivered. Respondents using this option are to submit bids, prior to the advertised date and time, to insure the Bid Package is received by the Assistant Business Administrator in a timely manner. No Bids will be accepted after the scheduled time of the Bid opening. There will be no personal contact with district officials during the hand delivering of bids due to the health emergency.

Opening of Bids—Online Live Streaming (IF REQUIRED)

To ensure there is “**social distancing**” amongst all parties in the opening, the opening will be conducted via online live streaming **when required** by NJ State Procurement Laws. The names of the vendors and their prices will be announced on the online live streaming which may be viewed by the general public and interested parties on the advertised submission date and time. All potential respondents are to visit the Board of Education at <https://www.lakewoodpiners.org/lakewood> on the day of the opening for further instructions.

Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, Respondents shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

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

The Board of Education does not accept electronic (e-mail) submission of Competitive Contracting proposals.

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 et seq.

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.

Mr. Kevin Campbell

Assistant School Business Administrator/Board Secretary

ETHICS IN PURCHASING
Statement to Vendors

Board of Education Responsibility

Recommendation of Purchases

It is the desire of the 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 Board of Education or anyone proposing to do business with the Board.

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Board of Education, 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 Board of Education 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 Board of Education, 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 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 Board of Education.

LAKEWOOD BOARD OF EDUCATION

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 Office of the Assistant School Business Administrator/Board Secretary or designee, prior to the advertised date and time fixed for the receipt of the proposal. This will occur promptly for this proposal on **Thursday, July 15, 2021 @ 11:00 am**. No extensions or exceptions will be made. The Business Office is opened Monday through Friday from 8:00 am – 4:00 pm according to the school calendar and 8:30 am – 3:30 pm during the summer. Access to the Business Office may be delayed because of security clearance. Respondents may also submit proposals to the Assistant School Business Administrator/Board Secretary or his designee at the proposal opening meeting held in the *Lakewood Board of Education at 200 Ramsey Ave., Lakewood, NJ 08701* 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 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 3:10 p.m.** Be aware of parking signs as you may receive a parking ticket or have your vehicle towed.

3. MAIL

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

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

Deliveries of this type are usually made from **11:00 a.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 Office of the Assistant School Business Administrator/Board Secretary 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

PROPOSAL CHECKLIST

A. Documents to be Returned with Proposal

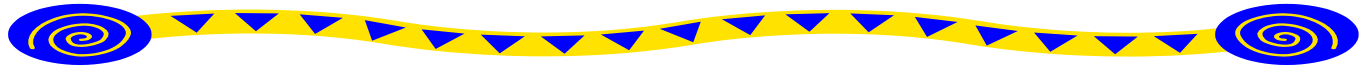
1. Acknowledgement of Addenda
2. Affirmative Action Questionnaire or Certificate of Employee Information Report stapled to Questionnaire
3. Chapter 271 Political Contribution Disclosure Form
4. Contractor/Vendor Questionnaire / Certification
5. Disclosure of Investment Activities in Iran
6. Financial Guarantee (Bid Bond, Cashier's Check, or Certified Check)—If Required
7. New Jersey Business Registration Certificate
8. Non-Collusion Affidavit
9. Proposal Form
10. Respondent's Comment Form – Optional
11. Statement of Ownership

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

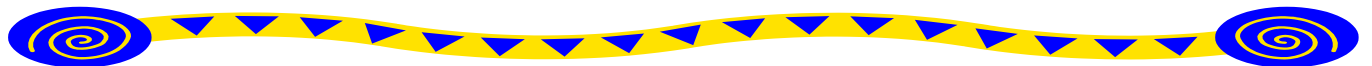
As a courtesy, the Office of the Interim School Business Administrator has prepared this reminder checklist for items pertaining to this Proposal. The checklist is not considered to be all-inclusive. Respondents are to read and become familiar with all instructions outlined in the Proposal package.

<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 (blue ink)? 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?		



Competitive Contracting

GENERAL SPECIFICATIONS



Kevin Campbell
Assistant School Business Administrator/Board Secretary

LAKEWOOD BOARD OF EDUCATION

Competitive Contracting

NONPUBLIC SCHOOL SECURITY GUARD SERVICES

Instructions for Respondents

1. PROPOSALS ARE

TO BE SUBMITTED TO:

Kevin Campbell

Assistant School Business Administrator/Board Secretary
LAKEWOOD Board of Education
200 Ramsey Ave
LAKEWOOD, New Jersey 08701
Attn: Purchasing Manager

BY: **11:00 a.m.** PREVAILING TIME

ON: **Thursday, July 15, 2021**

The proposals may be delivered 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 in ***duplicate*** on the submittal forms as provided, and in the manner designated. The Board of Education requires one original and one duplicate copy of the proposal package. The duplicate is necessary for processing the proposals. The Board of Education also requires a digital copy of proposal on a **Flash drive or CD Rom**. Respondents should also keep a complete copy of the proposal packet, exactly as submitted.

Envelope Label Information:

District: LAKEWOOD Board of Education
Proposal No.: CC 05-2122
Project: NONPUBLIC SCHOOL SECURITY GUARD SERVICES
Date: Thursday, July 15, 2021
Time: 11:00 a.m.
Attn: Purchasing Manager
Respondent _____
Respondent Street Address _____
City, State Zip _____

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

3. PURPOSE

The 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 contract for Nonpublic School Security Guard Services funded through the State of New Jersey Nonpublic Security Grant.

4. AFFIRMATIVE ACTION REQUIREMENTS

Each company shall submit to the LAKEWOOD Board of Education, after notification of award, but prior to execution of a goods and services contract, **one** of the following three documents:

- Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- A certificate of employee information report approval issued in accordance with N.J.A.C.17:27-4; or
- 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 requested with submission of bid/proposal. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence in the form of a current Certificate of Employee Information Report submitted with the bid/proposal.

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., and the terms and conditions of the Mandatory Equal Employment Opportunity Language—Exhibit A.

Sample Certificate of Employee Information Report

Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625


State Treasurer

VOID

All respondents are requested to submit with their response, a copy of their firm's Certificate of Employee Information Report. Failure to submit the Certificate or other required documentation prior to the execution or award of contract will result in the rejection of the bid/proposal.

5. ANTI-BULLYING BILL OF RIGHTS—REPORTING OF HARASSMENT, INTIMIDATION AND BULLYING—CONTRACTED SERVICE

The contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. The district shall provide to the contracted service provider a copy of the board's Anti-Bullying Policy.

In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the Assistant School Business Administrator/Board Secretary.

6. ANTI-DISCRIMINATION PROVISIONS—N.J.S.A. 10:2-1

N.J.S.A. 10:2-1. Anti-discrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract

occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.[1985, c.490](#) (C.18A:18A-51 et seq.).

7. AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS

Any contract awarded under this process shall be made by resolution of the Board of Education. The award 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).

8. BRAND NAME OR EQUIVALENT

Whenever the Board of Education requests a brand name for a particular item, it will consider a "brand name or equivalent". If the respondent desires to propose an equivalent item the respondent shall do the following:

- a. On the Proposal Form, write in ink next to the item requested, the respondent's substitute item, including brand name, model number and full description of item. This is the only change to the Proposal Form the Board will accept.
- b. Provide a sample of the substitute item if requested. The sample item must be provided before or at the time of the proposal opening. With the sample item shall be a paper, brochure or illustrative literature outlining the brand/manufacturer name, model number and full description of item.
- c. If a sample is not required the Board requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including manufacturer's name, model number, etc.
- d. **Failure to provide a sample item or literature about substitute bids when requested may be cause for disqualification of that item from the proposal.**
- e. It is the responsibility of the respondent to demonstrate equivalency of items offered.

9. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44 as amended, a contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized. At the sole option of the contracting agency, the requirement that a contractor provide proof of business registration may be fulfilled by the contractor providing the contracting agency sufficient information for the contracting agency to verify proof of registration of the contractor, or named subcontractors, through a computerized system maintained by the State.

Request of the Board of Education

All bidders or companies providing responses for requested proposals are **requested** to submit with their response package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey.

The Board reminds all respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of contract will result in the rejection of the proposal.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to any contractor who shall provide it to the contracting agency pursuant to the provisions of subsection b. of this section. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides the contractor with proof of a valid business registration.

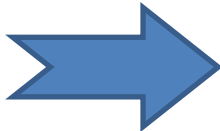
The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract. A contracting agency shall not be responsible for a contractor's failure to comply with this subsection.

A contractor or a contractor with a subcontractor that has entered into a contract with a contracting agency, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.[1966, c.30](#) (C.54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into this State.

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.[2001, c.134](#) (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.[1977, c.110](#) (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

**SAMPLES OF NEW
JERSEY BUSINESS
REGISTRATION
CERTIFICATES**



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 970-097-382/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107330
ISSUANCE DATE: 07/14/04

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

All respondents are requested to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate prior to the award of contract will result in the rejection of the proposal.

10. 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.

Performance Bond amount shall be calculated by using the highest hourly rate proposed multiplied by 8 hours per day multiplied by 10 staff members multiplied by 180 days.
(Highest hourly rate x 8 x 10 x 180)

Failure to sign the Certificate (Consent) of Surety by either the Surety or Principal, and/or failure to submit the properly executed Certificate (Consent) of Surety with the proposal, shall be deemed cause for disqualification and rejection of the proposal.

11. CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

Contractors/vendors doing business with the board of education are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

A. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

B. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor, to whom a contract has been awarded, shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

12. COORDINATION OF ACTIVITIES

The following person will coordinate the activities for this proposal

NONPUBLIC SCHOOL SECURITY GUARD SERVICES

Mr. James Trischitta
Supervisor of Nonpublic School Security Grant
jtrischitta@lakewoodpiners.org

13. CRIMINAL HISTORY BACKGROUND CHECKS—N.J.S.A. 18A:6-7.1--REQUIREMENT

When required, providers for the services of this contract shall submit to the school district, prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact with students**, has had a criminal history background check, and that said check indicates that no criminal history record information exists on file for that worker.

Failure to provide a proof of criminal history background check for any employee coming in **regular contact with students**, prior to commencement of contact, may be cause for breach of contract.

If it is discovered during the course of the contract that an employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the as a service provider immediately.

14. DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The 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).

All respondents are required to submit a sworn statement indicating whether or not the respondent is, at the time of the proposal, 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

15. 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 the Assistant School Business Administrator/Board Secretary 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.

16. 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
- Statement of Ownership

*Please check your RFP package for these forms!

17. 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.

18. 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.

19. 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). The total contract amount should be based on the following calculations:

The highest hourly rate proposed multiplied by 8 hours per day multiplied by 10 staff members multiplied by 180 days. (highest hourly rate x 8 x 10 x 180)

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 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 shall be cause for disqualification and rejection of proposal.

20. 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.

21. GENERAL CONDITIONS

A. Authorization to Proceed -- Successful Vendor/Contractor

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

B. Award of Contract

It is the intention of the Board of Education to award the contract 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 Board of Education, the successful vendor shall sign and execute a formal agreement between the board and the vendor.

Purchase Order—considered to be a contract. N.J.S.A. 18A:18A-2 (n)

If a formal contract is not required by the Board of Education, an approved and signed Board of Education Purchase Order will constitute as a contractual agreement. When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the Assistant School Business Administrator/Board Secretary.

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 any financial security becoming property of the 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—When Applicable

The Board of Education may, at its discretion, request that a contract for certain services be renewed in full accordance with N.J.S.A. 18A:18A-42. The Assistant 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:

Kevin Campbell
Assistant School Business Administrator/Board Secretary
LAKEWOOD Board of Education
200 Ramsey Ave.
LAKEWOOD, New Jersey 08701

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

Thursday, July 15, 2021

11:00 a.m.

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

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

The district requires one (1) original proposal and one (1) copy to be submitted at the proposal date and time. The District also requires **one (1) digital copy on a Flash drive**. Other instructions on submission may be found in the technical specifications.

22. 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:

Commercial General Liability

\$2,000,000. General Aggregate
\$2,000,000. Products
\$1,000,000. Personal Injury
\$1,000,000. Each Occurrence Combined Single Limit for Bodily
Injury and Property Damage
\$50,000 Fire Damage
\$5,000 Medical Expense

Excess Umbrella Liability

\$4,000,000
\$1,000,000 Sexual Harassment

Comprehensive Automobile Liability Insurance

\$1,000,000 Combined Single Limit for Bodily Injury and Property
Damage

(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 Assistant School Business Administrator/Board Secretary

- 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

(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.

22(a) 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 Interim School Business Administrator
and remain in full force during the term of contract.

23. INTERPRETATIONS AND ADDENDA

Respondents are expected to examine the RFP with care and observe all their requirements. A Pre-Submission Proposal Conference **MAY** be held at a time, date and location identified in the Public Notice for this RFP. This Conference will afford the respondents the opportunity to make comments and submit questions regarding this RFP. **Attendance at the Pre-Proposal Conference is strongly recommended.** Recipients of the RFP package will have the option of submitting comments and questions at the Pre-Proposal Conference. 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 Interim School Business Administrator must be received at least ten (10) days, not including Saturdays, Sundays and holidays, 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.

24. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES FORM N.J.S.A. 18A:18A-49.4

The LAKEWOOD Board of Education, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

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 a certification attesting, 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 Divisions website

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, bidders 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.

The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal.

Failure to complete, sign and submit the Disclosure of Investment Activities in Iran form prior to Contract Award shall be cause for rejection of the proposal.

25. LIABILITY – COPYRIGHT

The contractor (vendor) shall hold and save the 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.

26. NON COLLUSION AFFIDAVIT

A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. The bidder/respondent has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

The respondent has to 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 the respondent.

The LAKEWOOD Board of Education has provided a Non-Collusion Affidavit form here within the specifications package. All respondents are to complete, sign, have the signature notarized and submit the form with the proposal response.

Failure to submit the Non-Collusion Affidavit with the proposal may be cause for the disqualification of the proposal.

27. OPENING OF PROPOSALS

Sealed proposals shall be opened publicly by the Purchasing Manager via livestream on:

**Thursday, July 15, 2021
11:00 a.m.**

The names and addresses of the respondents submitting proposals will be read publicly. All vendors, agents of the vendors and the general public are invited to view/attend the opening of proposals.

28. 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;
- Packing Slips; and
- Invoices.

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 goods or services rendered.
- The invoice must be submitted to the Business Office.
- Invoices must be submitted within thirty (30) days of service.

29. 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.

**Performance Bond amount shall be calculated by using the highest hourly rate proposed multiplied by 8 hours per day multiplied by 10 staff members multiplied by 180 days.
(highest hourly rate x 8 x 10 x 180)**

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 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.

30. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

Annual Disclosure

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.

Chapter 271 Political Contribution Disclosure Form

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.

The LAKEWOOD Board of Education has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. 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 Chapter 271 Political Contribution Disclosure 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.

POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

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 business entities shall submit with their bid/proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the bid/proposal or no later than ten (10) days prior to the award of contract. Failure to provide the completed and signed form shall be cause for disqualification of the bid/proposal.

31. 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)**

32. PRE-SUBMISSION OF PROPOSAL MEETING (Pre-Proposal Conference Meeting)

The Board of Education will **NOT** hold a pre-submission of proposal meeting on: N/A

The location of the meeting will be held at

LAKEWOOD Board of Education
200 Ramsey Ave
LAKEWOOD, New Jersey 08701

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.

33. 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.

34. RIGHT TO KNOW LAW

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health and Senior Services
Right to Know Program
CN 368
Trenton, New Jersey 08625-0368

35. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

36. 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 Interim 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 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 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.

37. 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 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 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.

38. 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 Board harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

39. WITHDRAWAL OF PROPOSALS

Before The Proposal Opening

The Interim School Business Administrator may consider a written request from a respondent to withdraw a proposal if the written request is received by the Interim School Business Administrator before the advertised time of the proposal opening. Any respondent who has been granted permission by the Interim 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.

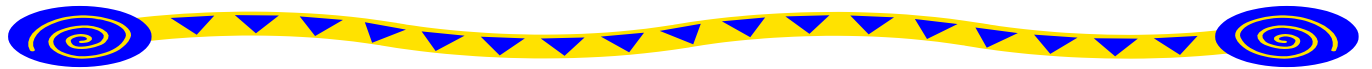
After The Proposal Opening

The Board of Education may consider a written request from a respondent to withdraw a proposal, if the written request is received by the Interim 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.

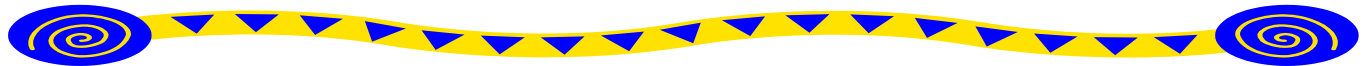
The request to withdraw a proposal after the proposal opening may be reviewed by the Interim School Business Administrator, the Director of Facilities, other interested administrators' and the Architect of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made 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, NJ 08701



REQUEST FOR PROPOSAL

Model Evaluation Criteria Scoring Form



Kevin Campbell
Interim School Business Administrator
Board Secretary

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

Evaluation Criteria - Scoring Form

CC 05-2122

Date: **Thursday, July 15, 2021 @ 11:00 a.m.**

Title of Proposal

NONPUBLIC SCHOOL SECURITY GUARD
SERVICES

Name of Respondent _____

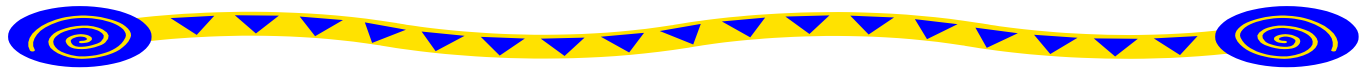
	<u>Category</u>	<u>Value Points</u>
I.	Technical Criteria A. Description of Services	_____
II.	Management Criteria A. Business Organization _____ B. Qualifications; Relevant Experience _____	_____
III.*	Cost Criteria -- (Completed by Business Office)	_____
	<i>TOTAL SCORE</i>	_____

*The Office of the Interim School Business Administrator will assist in the evaluation process of the cost criteria.

AWARD OF CONTRACT

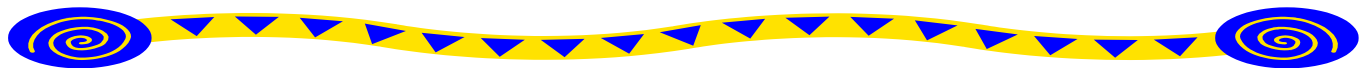
It is the intention of the Board of Education to award the contract to the respondent whose response is the most advantageous to the board, price and other factors considered; and who will provide the highest quality service at fair and competitive prices.

LAKESWOOD BOARD OF EDUCATION



Competitive Contracting

TECHNICAL SPECIFICATIONS



Kevin Campbell
Assistant School Business Administrator/Board Secretary

LAKEWOOD BOARD OF EDUCATION

Business Office
200 Ramsey Avenue
Lakewood, NJ 08701

NONPUBLIC SCHOOL SECURITY GUARD SERVICES

A. PURPOSE

The Lakewood Board of Education seeks from New Jersey licensed security companies, competitive proposals and pricing to provide to the nonpublic schools located in Lakewood, NJ, armed and unarmed security officers, services to be funded by the Nonpublic Security State Aid. The security officers shall be licensed as pursuant to the Security Officer Registration Act (N.J.S.A. 45:19A-2 et seq.) and the corresponding New Jersey Administrative Code 13:55A-1 et seq. The overriding purpose of this proposal is to provide a safe and secure environment for the students and staff members of the nonpublic schools located in Lakewood, pursuant to the New Jersey Nonpublic Security Program Law-N.J.S.A. 18A:58-37.8 et seq., and the corresponding New Jersey Administrative Code 6A:16-5.1.

B. BACKGROUND OF LAKEWOOD PUBLIC SCHOOLS

The Lakewood Community receiving the Non-Public School Security Program Funds consists of one hundred fifteen (115) private schools which are religious institutions. The religious aspect of the schools are an important factor when providing services for them as 98% of the schools are separated by gender creating a unique target audience for each school. In addition, due to the religious nature, a strict dress code is adhered to for any service provider who is to provide services in the non-public schools.

C. SCOPE OF SERVICES

Hours of Service; Operation Times; Duty Shift

This contract is for the procurement of security officer services for the nonpublic schools of Lakewood, NJ. At present there are one hundred fifteen (115) nonpublic schools in Lakewood. Each school follows its own particular school calendar and its own daily starting and ending time.

For contracting and bidding purposes it is recommended that all bidders provide pricing for an eight (8) hour day, Sunday through Friday, and must be able to provide a minimum of ten (10) Full Time Employee hours per day, according to the school calendar, with a range of hours of operations as follows:

Range of Operation Times

Starting Time	7:00 am
Ending Time	10:00 pm

It is understood that the starting and ending times vary from each school depending on their particular calendar.

In addition, each school may request a Full Time employee or Part Time employee option depending on their preference and available funding.

Hours of Service; After School and Evening Events--Overtime

There may be requests from the individual schools to request security officer services for after school and evening events directly related to a school activity and event. If this is the case, the security officer will be paid an overtime hourly rate of one and one-half times the standard hourly rate for any service provided after eight (8) hours of work. There are occasions when the Nonpublic Schools operate during legal holidays. If security officer services are required during these days he/she will be paid an overtime hourly rate of one and one-half times the standard hourly rate.

If Security Guards are required after normal school hours, whether it be evenings or weekends, they will be paid a rate of 125% of their normal hourly rate even if they have not provided forty (40) hours of work for the week. When the Security Guard reaches work hours in excess of forty (40) hours the Security Guard will then receive 150% of their hourly rate or Time and a Half.

Use of Security Vehicles:

Some schools may desire the option of having a Security Guard drive around their campus in a company marked car. This hourly cost would have to reflect all costs associated with the awarded companies' use of their vehicle.

Roving Patrol:

Some schools may desire Roving Security Guards between schools so as to share the costs of maintaining these services with the allocations they have been provided thru the Nonpublic Security Grant. An hourly cost proposed must reflect all costs associated with this service including dispatch, vehicle use, insurance, fuel & staff. The Proposal Form will break down these hourly rates by number of miles traveled.

Number of Security Officers

The Lakewood Board of Education, pursuant to the Nonpublic Security Program Law, has provided a certain allocation of monies to each nonpublic school for security services. Some schools have chosen to spend funds for security equipment and for security officer services. At the present time the Board is unable to ascertain the number of security personnel needed, where they are needed and what type of officer is needed. Therefore, the Board is asking that all bidders provide an hourly bid price for one security officer and also provide the number of officers the company will make available to the nonpublic schools. The company must be able to provide a minimum of ten (10) Full Time Employee Hours per day. The Nonpublic school must allow the awarded contractor a maximum of 30 days to fulfill their schools' staffing needs.

For Example

<u>Name of Company</u>	<u>Hourly Rate</u>	<u>Number of Officers Available</u>
ABC Security Company	\$18.65	28 Officers Available for Contract

Scope of Services

The overriding purpose of this proposal is to provide a safe and secure environment for the students and staff members of the nonpublic schools located in Lakewood, pursuant to the New Jersey Nonpublic Security Program Law-N.J.S.A. 18A:58-37.8 et seq., and the corresponding New Jersey Administrative Code 6A:16-5.1. Services to be provided by security officers are to achieve the above goal.

Services include but are not limited to the following:

Post Security Officer—School Entrance

- **Visitor Control—Entrance and Egress**

Monitor visitor entry and egress in accordance with the visitor policy of the nonpublic school and the Lakewood Board of Education, including, but not limited to the signing in and signing out of all visitors and inspecting all packages being brought into the school. The main goal of visitor control is to not permit unauthorized personnel in the school facility.

- **Delivery of Goods**

Monitor the delivery of goods by vendors entering into the schools

- **Vendors and Contractors**

Monitor the entry and egress of vendors and contractors working in the schools. It is noted that the school security officer is not to leave his post to supervise any vendor or contractor doing business with the school.

- **Parent Picking Up Child**

The post security officer will assist the principal of the school in the process of parents picking up their children early from school. The security officer will review the school's written practices of this procedure.

- **Missing Child; Illness of Child; Unruly Behavior of Child**

The post security officer will assist the principal of the school, in all cases of missing children, emergency situations including any medical emergencies and any unruly or disruptive child. It is preferred that the security officer have defibrillator training.

- **Equipment; Alarms**

The post security officer should have knowledge of any intrusion devices, security entry systems locations and significance of control board signal indicators or alarm activators and/or alarm sounding within the installation. The officer should have knowledge of any fire alarm system locations, fire hydrants, fire extinguishers, and all security equipment and proper use of same.

- **Anti-Bullying**

The security officer shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education.

In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator.

- **Other Duties as Assigned by School Principal**

The post security officer may also be assigned other duties by the school principal that complement the Nonpublic School Security Guidelines to ensure a safe and secure environment.

General Scope of Services—Security Officers

- Call for local law enforcement assistance when so requested by school administrator.
- Cooperate with all local police, State police and others who have proof of identification and validity or purpose.
- Maintain visibility while on duty.
- Intercede when needed in a potentially violent or disorderly act.
- Shall not resort to physical force against any person, except in self-defense or protection of a third party.
- Security officer should not be used for school administrative or clerical work not associated with duties as outlined in the School Security and Safety Plan.

Armed Security Officers

There may be requests from nonpublic schools to have security officers (armed security officers) to carry a firearm in the performance of their duties. Security officers who carry firearms are considered SORA (Security Officer Registration Act) Level 2 Security Officers and they are to adhere to the following:

Uniform/Badge

SORA Level 2 armed security officers are to wear on their uniform a badge indicating the status of a SORA Level 2 Security Officer and wear a company-issued shirt to have the word "SECURITY" printed on the reverse side of the shirt.

Duty Holster-Level 2

SORA Level 2 armed security officer, when carrying a firearm in the performance of his/her duties, shall secure the weapon in a Level 2 or higher security holster.

Armed security officers shall obtain and possess in good order a State of New Jersey Permit to Carry a Handgun. Such firearm permits are not to be transferable from one armed security officer to another. Proof of valid permit shall be made available upon request or onsite of the facility.

Armed security officers shall be certified in the use of firearms by the Police Training Commission of New Jersey and written proof shall be provided to the school district and nonpublic school that the armed security officer has successfully completed a handgun safety course for proficiency with handguns. A training course can also be accepted if it is determined to be substantially equivalent to the one that has been approved by the New Jersey Police Training Commission. Options are described in N.J.A.C. 13:54-2.4.

Firearms shall be carried by the armed security officer at all times while on duty, **AND should be CONCEALED at all times**. The firearm is not to be un-holstered unless there is a need to do so in the performance of the security officer's duties.

Procedures; Protocols and Drills

- **Role of the Security Officer—Security Drills**

The security officer is to be an active participant in all school security drills as listed. The security officer is to familiarize himself with the procedures and protocols as listed in School Safety and Security resources that are available on the New Jersey Department of Education website. The security officer will work under the direction of the school principal as it pertains to the implementation of the drills.

- **Types of Drills and Frequencies**

- Active shooter drill—to be held twice annually
- Bomb threat drill—to be held twice annually
- Evacuation drill—to be held twice annually
- Fire drills—to be held once a month
- Lockdown drill—to be held twice annually
- Security drills—to be held once a month

All drills aforementioned will be coordinated by the school principal and with the Lakewood Township Police, Fire and Emergency Management Departments.

School Safety Drill Resources

School Security Drill Guide NJDOE Website-

<http://www.state.nj.us/education/schools/security/drill/Guide.pdf>

School Security Drill Checklist NJDOE Website

<http://www.state.nj.us/education/schools/security/drill/SchoolSecurityDrillChecklist.pdf>

Drill Observation Checklist—Active Shooter NJDOE Website

<http://www.state.nj.us/education/schools/security/task/planning/DrillObservationFormActiveShooter.pdf>

Drill Observation Checklist—Bomb Threat NJDOE Website

<http://www.state.nj.us/education/schools/security/task/planning/DrillObservationFormBombThreat.pdf>

Drill Observation Checklist—Evacuation NJDOE Website-

<http://www.state.nj.us/education/schools/security/task/planning/DrillObservationFormEvacuation.pdf>

Drill Observation Checklist—Lockdown NJDOE Website

<http://www.state.nj.us/education/schools/security/task/planning/DrillObservationFormLockdown.pdf>

Drill Feedback Form- NJDOE website Drilling

<http://www.state.nj.us/education/schools/security/>

Record Keeping and Documentation

- Accurate and Precise Record Keeping of all drills is required indicating date and time of drill, type of drill, weather conditions, participants (e.g. students, staff, faculty, law enforcement, fire fighters...) and a brief description of what occurred and procedures followed. Sample Security Drill Guide, School Security Drill Checklist and Drill Observation Forms for Evacuations, Active Shooter, Lockdown and Bomb Threat Drills as well as Drill Feedback forms have been included in the Bid Packet for reference of expectations. Additional forms can be obtained from the State of New Jersey at the following website:
<http://www.state.nj.us/education/schools/security/>

Qualifications of Respondents

Security Company Requirements; Qualifications

It is the desire of the Lakewood Board of Education to have qualified, experienced licensed companies to provide services to the nonpublic schools in Lakewood. All bidders shall provide as a requirement of this bid, evidence showing the Company/Shareholder/Partner having at least one (1) year of experience in school security in any of the following that when combined will equal a minimum of three hundred (300) students per year. **Evidence must be provided with the proposal.**

- Public School District
- Private K-12 school
- Charter Schools

The work experience shall be for entities located in New Jersey and within the last five (5) years.

All companies submitting bids for this contract shall be New Jersey approved licensed security companies in compliance with the terms and conditions as outlined in the Security Officer Registration Act—N.J.S.A. 45:19A-2 et seq., and **shall provide such evidence of license as a submission with the RFP.** Companies that have applied for such licensure are eligible to bid and

must provide proof of such application; however, the Company must be fully licensed at the time services are to commence and no later than 30 calendar days after the bid award. If not licensed within 30 days of the bid award, the second lowest responsible bidder shall be awarded the contract. All licensed security companies and licensed security officers shall adhere also to the rules and regulations as promulgated in N.J.A.C. 13:55A-1 et seq.

- **Absent Security Officers**

The contractor is required to provide replacement officers for any absent officers at the scheduled starting time for the posts and for any officers requiring to leave posts for any reason i.e., lunch, break, illness, personal emergency, etc., or absences from work. It is the responsibility of the contractor to ensure that the schools have security officer presence at all times under the terms of the contract. Schools will not be responsible for calling substitute officers to come to work.

- **Communication Equipment**

Many nonpublic schools are in the midst of procuring security equipment, including security communication for the first time. Until the communication equipment has been firmly established and made operational by the school, the contractor is responsible for providing communication equipment for the security officers at all posts as required to perform the duties at the posts. The cell phone numbers of the security officers at each post shall be provided to the school and updated on an ongoing basis as necessary. The Contractor will provide a monitoring equipment system for each location to provide documentation that the security officers are completing the assigned patrol of the location.

- **Independent Contractor Status; Payroll; Taxes; Benefits etc.**

Employees performing services under this contract shall function as independent contractors and not considered employees of the school or the Lakewood Board of Education. The contractor shall be responsible to pay the security officers all salaries, benefits, taxes, insurance coverage, etc. Neither the nonpublic school nor the Lakewood Board of Education shall be involved with employee pay, benefit or taxes.

- **Log of Services; Verification by School**

The contractor shall make written weekly reports to the school which shall indicate the names of the officers, whether full time or part time, the number of hours on each tour of duty and a log of all investigations and complaints or incidents. The weekly reports shall be based upon the daily activity reports that are to be submitted by each security officer. A copy of the daily logs shall be submitted each billing period to the school, which in turn, shall verify for accuracy.

- **Good Faith Effort**

The contractor shall be required to make a good faith effort to provide employment to any applicants to residents of Lakewood, whenever possible, and to employ minority and female workers consistent with the applicable affirmative action employment goals. The contractor is encouraged to provide employment to members of the community that make up the demography of the nonpublic schools of Lakewood

- **Uniforms and Equipment**

The contractor shall provide and ensure that all security officers have the appropriate security uniforms and equipment to provide basic security services as outlined in this proposal. Neither the nonpublic school nor the Lakewood Board of Education shall provide any uniforms or standard security equipment.

- **Working with Local Law Enforcement Officials**

With respect to security officers, contractors and schools are encouraged to seek guidance from local law enforcement agencies and the Lakewood School District regarding the placement of security personnel in school buildings, the chain of command, roles and responsibilities, required qualifications and experiences, channels of communications, and required training and continuing professional development.

- **Liquidated Damages—Failure to Perform--\$500.00 Per Day**

Pursuant to N.J.S.A. 18A:18A-41, the Lakewood Board of Education sets a liquidated damages assessment of five hundred dollars (\$500.00) per day against the contractor for failure to perform said contract in accordance with the terms and conditions hereby set forth.

Security Officer Qualifications and Requirements

All persons providing services as security officers under this contract shall be licensed by the State of New Jersey in accordance with the Security Officer Registration Act—N.J.S.A. 45:19A-2 et seq., and adhere to the rules and regulations as promulgated in N.J.A.C. 13:55A-1 et seq. Copies of all licensed security personnel shall be presented upon demand by the Lakewood Board of Education. As part of the licensing process, all fingerprinting and criminal background check for each officer shall be provided upon request by the nonpublic school and/or the Lakewood Board of Education. School Security Officers shall possess a valid State of New Jersey driver's license. They shall be able to read, write, and speak English. They shall have received drug testing and pre-employment psychological testing, with results made available to the District upon request. They shall be well groomed and wear clean uniforms that meet the specification.

The New Jersey Department of Education Blue Seal Approval Letter must be presented for all licensed security personnel upon demand of the Lakewood Board of Education as verification that the security personnel has undergone and successfully completed a criminal history record check.

- **Security Officer Training Program**

The contractor will establish a thorough and comprehensive training program for all security officers. No security officer will be assigned on-site until a comprehensive initial training has been satisfactorily completed. In anticipation of the following training requirement the contractor shall provide as outlined in N.J.A.C. 13:55A-3.4(b) the following:

(a) Except as provided in N.J.A.C. 13:55A-3.4(b); a person seeking to be employed as, or perform the functions and activities of a security officer must complete an approved 24-hour course of classroom instruction taught by a certified security officer instructor.

(b) The course of instruction shall include, but not be limited to, a minimum of two hours of instruction in each of the following general subject areas:

- | | |
|---|--|
| 1. Homeland security and counter-terrorism; | 5. Detention of suspects |
| 2. Communications/emergency response | 6. Ethics and professional conduct |
| 3. Theft prevention | 7. First aid/CPR/AED |
| 4. Limits on the use of force | 8. Any other subject areas the Superintendent of the State Police determines are necessary |

All security officers shall provide the required SORA (Security Officer Registration Act) certification. The district requires thirty (30) day notifications on expiring SORA certification.

- **Professionalism of Security Officers**

Security officers assigned to each school shall be expected to recognize that they are the first person with whom a visitor comes in contact with at the location and should be pleasant and helpful. Each security officer assigned to the school is an ambassador to the school community and as such a high level of performance shall be expected. Friends, associates or relatives are not to visit the school officer's workplace.

- **Identification Badge**

All officers shall wear a security company picture identification card on their left breast area of their uniform issued by the security company. The identification card shall clearly:

1. Identify the security officer by name and certification number;
2. Identify the security officer by a one square inch photograph;
3. Identify the security officer company by name and license number

- **Use of School Property—Prohibited/No Smoking Policy**

All security officer personnel are prohibited to use any school property, including but not limited to the use of computer and computer equipment; school telephones, school AV equipment opening of drawers and cabinets, etc., unless so authorized by the school principal.

Security officer personnel are to take all breaks in an assigned break area. There is no smoking or possession/drinking of alcoholic beverages on school grounds both inside and outside. The use of personal cell phones will be limited to contacting work supervisor or emergencies. Other personal calls will be limited to break times.

- **Interaction with Staff; Children—Giving of Gifts**

It is expected that all employees performing services under this contract have limited interaction with staff and students attending the school. Security officer personnel, however well meaning, are not to give gifts to school children and/or school employees.

- **Key Control**

No school keys shall be duplicated by any security officer, or at his/her direction, nor shall officer give any such key in his/her possession to any person for any purpose, including duplication, unless otherwise directed by the School Administrator

Coordination of Activities

All efforts and assessment of performance shall be coordinated by Mr. James Trischitta Supervisor of Non-Public School Security Program for the Lakewood Public School District.

Documents to be received from Contractor

- Along with a monthly certified invoice from the agency, a timesheet for each security officer providing services must be submitted. The timesheet must include the days and times worked for the period. All timesheets must be signed by a nonpublic school administrator and Security Officer certifying time spent in the nonpublic school.
- An emergency log indicating date, time, emergency and steps taken to rectify the emergency by the officer. All emergency logs must be signed by a nonpublic school administrator and Security Officer certifying services done in the nonpublic school. A summary sheet for services provided during the month, per school.

Award of Contract

The basis for all charges for the security services described herein will be the hourly rate billed for each security officer based on the actual time worked by such officer on site at the nonpublic schools. The cost proposed must include, but not be limited to, all overhead costs, training, travel, sick leave and health insurance and any and all other costs must be assumed by the contractor.

There will be no additional fees or costs of any type for the school district other than those included in these specifications.

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 board 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 the contract. These services not related to the contract **are not** to be provided by the respondent. The district will procure these services separately by an authorized purchase order.

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

Time sheets will be maintained on a weekly basis and each invoice will reflect one month's service to the nonpublic school. Each invoice will reflect the actual hours worked for each security staff officer on duty and no flat fee or billing estimates will be accepted for payment. This will require that a detailed list be attached to the invoice to include each individual, by name, and the hours worked. All sign-in sheets shall accompany the invoice.

Performance of Duties/Contract

In the event that the district/nonpublic schools become dissatisfied with the performance, behavior, demeanor, appearance or presence of any member of the contractor's security staff, such officer (s) shall be removed temporarily or permanently at the district/nonpublic school's request. Multiple instances of dissatisfaction by the district/nonpublic school with the performance, behavior, demeanor, appearance or presence of any member of the contractor's security staff shall be grounds for the district/nonpublic school's termination of the contract herein, at its sole discretion and without penalty to the district/nonpublic school.

Resources—School Safety and Security

School Safety and Security Plans-Minimum Requirements NJDOE August 2011

School Safety and Security Plan Review Checklist NJDOE August 2011

Nonpublic School Security Program Guidelines NJDOE October 2016

Drill Observation Checklist—Lockdown NJDOE Website

School Security Drill Guide—NJDOE Website

Security Officer Registration Act—N.J.S.A. 45:19A-2 et seq.

Security Officers and Security Officer Companies—N.J.A.C. 13:55A-1 et seq.

New Jersey State Police Private Detective Unit Armed Security Officer FAQ

In addition:

- The Provider shall fully indemnify the Board for any and all costs and/or charges incurred with regard to the services provided herein should same be due to the wrongdoing, misconduct, want of care, skill and/or difficulty by the Provider herein, its agents, employees, or assigns.
- Moreover, the Provider will immediately indemnify the District should any adverse Audit and/or other findings that would impact on State and/or Federal aid and/or any monies of the District. Moreover, the Provider will either post a bond with the Board's business Office for 50% (fifty percent) of the amount of this Contract or provide documentation to the complete satisfaction of the Board's Business Office that their Errors and Omissions Policy will fully indemnify the school district. This shall be provided prior to the commencement of the services herein. Should same not be provided by September 1, 2019 the Board has the absolute right to cancel this Agreement with no further obligations to the Provider.
- The Provider will fully indemnify the Board and pay for any and all legal and expert fees shall the need arise with regard to any and all audits and/or legal action (filed or threatened) of the program herein. This payment will be made within 30 days of request.
- The Board has the right to utilize an independent third-party agency/company to conduct on-going monitoring with regard to contract compliance and the effectiveness of the program described herein. The provider will fully cooperate with said monitoring and provide any and all documentation/data requested and shall be responsible for a proportionate cost of same with any

and all costs being paid within thirty (30) days of request by the Board. Should the Provider not make payments as requested by the Board this Agreement will be cancelled.

D. QUALIFICATIONS OF RESPONDENTS (Management Criteria)

Any company submitting an RFP should be able to provide proof that they:

- Have the capacity to provide timely and quality services
- Have staff members available to provide desired services
- Ensure all staff members are certified and have had a criminal history check ensuring they can work in a school setting

E. CONTRACT PERIOD

The term of contract will be for 24 consecutive months, from **July 1, 2021 thru June 30, 2023** with the possibility to extend for two (2) additional one (1) year increments or one (1) additional two (2) year increment through **June 30, 2025** depending on availability of grant funding and regulations, and Board of Education approval.

F. COORDINATION OF ACTIVITIES

All efforts and assessment of performance shall be coordinated by Mr. James Trischitta Supervisor of Non-Public School Security Grant for the Lakewood Public School District

G. PRESENTATION PACKAGE – Submit with the RFP Response

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

1. Technical Criteria
2. Management Criteria
3. Cost Criteria

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. 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 price s.

The Board of Education will use a one hundred (100) point system in evaluating all proposals. The criteria to be evaluated are identified below:

	Category	Value Points
I.	Technical Criteria	40%
II.	Management Criteria	40%
III.	Cost Criteria	20%

All respondents shall prepare a presentation package to be submitted with the RFP. The Presentation Package shall include at a minimum the following:

I. Technical Criteria

1. Respondents should list all services to be rendered with their explanation in detail on how they will provide the services and/or meet the program requirements. The proposal should demonstrate a clear understanding of the scope of work and of the goals and objectives of the district with reference to the RFP.
2. Respondents shall also provide evidence of how services of similar type were provided to other public/private schools in New Jersey within the past one (1) year (Success stories only).
3. Respondents, by submitting a proposal acknowledge that they fully understand the scope of service, work and activity to be performed.
4. Respondents shall provide three (3) letters of recommendation from other public school districts and/or nonpublic schools

II. Management Criteria

1. Business Organization Capacity

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

- Name, address, phone, fax, website, e-mail address and other information of the professional firm or individual, including a brief historical and current summary of the organization.
- An organizational chart noting the names of all principals and partners;
- Resumes of key staff members who will be assigned to this contract; and
- Other information concerning individuals of the professional firm that would assist the school district in the evaluation process.

2. Qualifications; Relevant Experience

Respondents shall submit documentation highlighting qualifications and experience they have that will assist the school district in the evaluation and selection process. Such documentation shall include, but not be limited to:

- Evidence of providing services as listed in the specifications to public/private school districts for a minimum of at least one (1) year;
- Three (3) letters of recommendation from public/private school districts in New Jersey;
- Copies of all professional or educational licenses that are required to perform the services as listed in the specifications;
- Other information concerning the firm and/or individuals of the firm that would assist the school district in the evaluation process.
- Availability of personnel, facilities, equipment and other resources to provide the services requested; and
- Affirmative action and cultural diversity and sensitivity training plan of the firm;
Evidence of timely delivery of services performed within budgeted constraints

III. Cost Criteria

1. Fee proposals

Fee proposals

Respondents are to submit a fee proposal schedule that complements the service that is being requested by the school district.

The fee provided by the respondent shall be a significant part of the evaluation process as conducted by the district and respondent should provide a full detailed analysis of their fee proposal.

All incidental expenses (copying, travel, etc.) related to this contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the respondent. The board 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 the contract. These services not related to the contract **are not** to be provided by the respondent. The district will procure these services separately by an authorized purchase order.

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

H. 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 board.

In accordance with the Office of State Comptroller's publication

Best Practices for Awarding Services Contracts

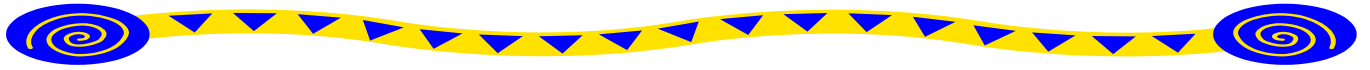
Section 4 – (*The Need for an Evaluation Committee*), it has been determined that the evaluators:

- “. . . 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.”

Kevin Campbell, Assistant School Business Administrator/Board Secretary, will review and evaluate all proposals as they pertain to the procurement process.

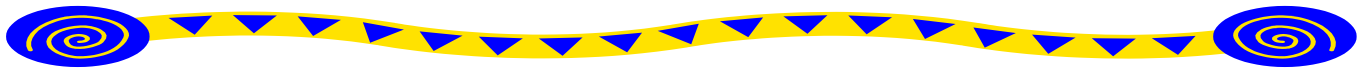
I. Award of Contract

It is the intention of the Board of Education to award up to two (2) contract(s) to the respondent(s) whose response is the most advantageous to the board, price and other factors considered; and who will provide the highest quality service at fair and competitive prices. A minimum score of Seventy-Five percent (75%) is required to be considered for award. **A separate award may be made for Armed and Unarmed Security Guards.**



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)).



Kevin Campbell
Assistant School Business Administrator/Board Secretary

To be completed, signed below and returned with proposal.

Proposal Form

NONPUBLIC SCHOOL SECURITY GUARD SERVICES

CC 05-2122

Date: Thursday, July 15, 2021 @ 11:00 a.m.

I/we hereby submit the following proposal for **NONPUBLIC SCHOOLS SECURITY OFFICERS**.
Proposers are not required to bid on both categories i.e. Armed and Unarmed Security Guards. A separate award may be made for each category:

CATEGORY	HOURLY RATE
Hourly rate for Unarmed Security Officer	\$
Hourly rate for Armed Security Officer	\$
Hourly rate for Unarmed Security Guard in Marked Vehicle	\$
Hourly rate for Armed Security Guard in Marked Vehicle	\$
Hourly rate for Unarmed Roving Security Guard traveling 0-2 miles	\$
Hourly rate for Unarmed Roving Security Guard traveling 3-5 miles	\$
Hourly rate for Unarmed Roving Security Guard traveling over 5 miles	\$
Hourly rate for Armed Roving Security Guard traveling 0-2 miles	\$
Hourly rate for Armed Roving Security Guard traveling 3-5 miles	\$
Hourly rate for Armed Roving Security Guard traveling over 5 miles	\$

Number of Security Personnel Available to Lakewood
(minimum of ten (10) full time employee hours daily)

PROPOSAL FORM CONTINUED

Name of Company _____

Address _____

City, State, Zip Code _____

Federal Tax ID Number _____

Phone Number () _____ Extension _____

Fax No. () _____ E-Mail _____

Authorized Agent _____ Title _____

Agent's Signature _____ Date _____

ACKNOWLEDGEMENT OF ADDENDA

Proposal Number CC 05-2122

Proposal Date: Thursday, July 15, 2021

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.

ADDENDA NO.

ISSUING DATES

_____	_____
_____	_____
_____	_____
_____	_____

☐ **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 05-2122**

Proposal Date: **Thursday, July 15, 2021**

This form is to be completed and returned with the proposal. However, the Board will accept in lieu of this Questionnaire, Affirmative Action Certificate of 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/

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

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit—EEO Monitoring Program
P.O. Box 206
Trenton, NJ 08625-0206

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 prior to the execution or award of 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.

LAKEWOOD Board of Education

**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

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

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.

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 _____

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:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o of another public entity within that county
 - o 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.**

¹ 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

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

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-I 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-I 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.

P.L. 2005,c271

Page 2

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.

* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A. 52:34-25.

List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 52:34-25

County Name: Ocean

State: Governor, and Legislative Leadership Committees

Legislative District #s: 9, 10, & 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	Jackson Township	Pine Beach Borough
Barnegat Township	Lacey Township	Plumsted Township
Bay Head Borough	Lakehurst Borough	Point Pleasant Beach Borough
Beach Haven Borough	Lakewood Township	Point Pleasant Borough
Beachwood Borough	Lavallette Borough	Seaside Heights Borough
Berkeley Township	Little Egg Harbor Township	Seaside Park Borough
Brick Township	Long Beach Township	Ship Bottom Borough
Dover Township	Manchester Township	South Toms River Borough
Eagleswood Township	Mantoloking Borough	Stafford Township
Harvey Cedars Borough	Ocean Gate Borough	Surf City Borough
Island Heights Borough	Ocean Township	Tuckerton Borough

Boards of Education (Members of the Board):

Barnegat Township	Lakehurst Borough	Plumsted Township
Bay Head Borough	Lakewood Township	Point Pleasant Beach Borough
Beach Haven Borough	Lavallette Borough	Point Pleasant Borough
Berkeley Township	Little Egg Harbor Township	Seaside Heights Borough
Brick Township	Long Beach Island	Seaside Park Borough
Central Regional	Manchester Township	Southern Regional
Eagleswood Township	Mantoloking	Stafford Township
Island Heights Borough	Ocean Gate Borough	Toms River Regional
Jackson Township	Ocean Township	Tuckerton Borough
Lacey Township	Pinelands Regional	

Fire Districts (Board of Fire Commissioners):

Brick Township Fire District No. 1	Jackson Township Fire District No. 3
Brick Township Fire District No. 2	Jackson Township Fire District No. 4
Brick Township Fire District No. 3	Lakewood Township Fire District No. 1
Dover Township Fire District No. 1	Little Egg Harbor Township Fire District No. 1
Dover Township Fire District No. 2	Little Egg Harbor Township Fire District No. 2
Jackson Township Fire District No. 1	Little Egg Harbor Township Fire District No. 3
Jackson Township Fire District No. 2	Plumsted Township Fire District No. 1

To be completed, signed below and returned with proposal.

CONTRACTOR/VENDOR QUESTIONNAIRE & CERTIFICATION

Proposal Number **CC 05-2122**

Proposal Date: **Thursday, July 15, 2021**

NONPUBLIC SCHOOL SECURITY GUARD SERVICES

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.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, board member or employee of the Board of Education.

Vendor Contributions

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

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

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

President or Authorized Agent (Print)

SIGNATURE

Iran Disclosure Requirements—Notification February 26, 2021

Effective January 29, 2021, P.L. 2021, c. 4 amends the law requiring vendor and contractor disclosure of investment activities in Iran. The law allows the Iran investment disclosure form to be submitted **prior to contract award** and at the time the contract is renewed rather than with the bid or RFP submission.

Although the law refers to State contracts, it also applies to contracting units subject to the Local Public, Public School, and County College Contracts Laws because N.J.S.A. 40A:11-2.1; 18A:18A-49.4; and 18A:64A-25.43, respectively, require these contracting units to follow the Iran disclosure procedure for State contracts. Contracting units are encouraged to review the new law with legal counsel and revise their procurement forms as necessary.

Section 4 of P.L.2012, c.25 (C.52:32-58) is amended to read as follows:

4. a. A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract to certify, [at the time the bid is submitted or] prior to the time a contract is awarded and at the time the contract is renewed, that the person or entity is not identified on a list created pursuant to subsection b. of section 3 of this act as a person or entity engaging in investment activities in Iran described in subsection f. of section 2 of this act.

b. The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.

c. In the event that a person or entity is unable to make the certification required because it or one of its parents, subsidiaries, or affiliates as defined in subsection e. of section 2 of this act has engaged in one or more of the activities specified in subsection f. of section 2 of this act, the person or entity shall provide to the State agency concerned, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury.

d. The certifications provided under subsection a. of this section and disclosures provided under subsection c. of this section shall be disclosed to the public.
(cf: P.L.2012, c.25, s.4)

To be completed, signed below and returned with proposal.

**LAKEWOOD BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

BID SOLICITATION/PROPOSAL TITLE: _____

VENDOR/BIDDER NAME : _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

Version REV. 2.1 2021

To be completed, signed below and returned with proposal.

NON-COLLUSION AFFIDAVIT

NONPUBLIC SCHOOL SECURITY GUARD SERVICES

Re: Proposal for the Board of Education.

Proposal No. **CC 05-2122**

STATE OF _____)
:ss:
COUNTY OF _____)

Proposal Date: **Thursday, July 15, 2021**

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

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

I am _____ of the firm/company 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 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 _____

Signature of Notary _____

My commission expires _____, _____ - Seal -
Month Day Year

RESPONDENT'S COMMENT FORM
NONPUBLIC SCHOOL SECURITY GUARD SERVICES

Proposal No. CC 05-2122

Proposal Date: Thursday, July 15, 2021

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.

Name of Company _____

Address _____

City, State, Zip _____

Name of Authorized Representative _____

Signature _____ Title _____ Date _____

To be completed, signed and returned with Bid/Proposal

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

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

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

Part II Check the appropriate box

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

OR

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

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

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

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **LAKEWOOD Board of Education** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Board of Education** to notify the **Board of Education** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Board of Education** to declare any contract(s) resulting from this certification void and unenforceable.

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

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

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

The contractor and the 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.

PROPOSAL SPECIFICATIONS FOR THE LABELING OF LIQUID, POWDER AND
GASEOUS SUPPLIES DELIVERED TO
THE BOARD OF EDUCATION

RIGHT TO KNOW

1. All products that you deliver to the Board of Education must be labeled in accordance with the New Jersey Right to Know Law (N.J.S.A. 34:5A-1 et. seq.)
 - A. The label must list the 5 predominant ingredients and any hazardous chemicals in the product.
 - B. Next to each chemical name will be the CAS number of that chemical.
 - C. The label must be attached to each container (bottle, box, can, bucket, etc.)
2. Material Safety Data Sheets (MSDSs) must accompany the first shipment of the product.
3. The Board of Education reserves the right to reject any shipment not in compliance with the above specifications.

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; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http:// 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 Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Form AA302
Rev. 11/11

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.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS ☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 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 ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ 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	INAUG. 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 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 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.													

SECTION C - SIGNATURE AND IDENTIFICATION

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

**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 AWARDDING 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

GOVERNMENT SECURITY FORM NO. 101-108

**SUPPLEMENT
TO
REQUEST FOR PROPOSAL**

FORM OF CONTRACT AGREEMENT

ACKNOWLEDGEMENT

Form of Contract Agreement Acknowledgement

To All Potential Respondents: NONPUBLIC SCHOOL SECURITY GUARD SERVICES

The Lakewood Board of Education provides for your review and understanding a Form of Contract Agreement. This Form of Contract Agreement, prepared by the Office of the School Board Attorney, outlines the major terms and conditions of the contract for this proposal.

Please review the standard terms and conditions of the Form of Contract Agreement as presented. The vendor or firm to whom a contract is awarded by the board will have to adhere to the terms and conditions of the contract agreement.

There will be no opportunity by the vendor or firm, to negotiate or make changes to the contract. As a requirement for award of contract, all potential respondents shall sign below acknowledging the standard contract terms and conditions.

INTERPRETATIONS AND ADDENDA

Any concerns, questions or interpretations regarding the contract terms and conditions as noted in the RFP specifications, shall be submitted to the board of education in accordance with the INTERPRETATIONS AND ADDENDA section of the request for proposal.

To the Lakewood Board of Education:

I/we the authorized agent for _____
Name of Company/Firm

having read the basic Form of Contract Agreement here within provided, do hereby acknowledge and understand the terms and conditions of the Form of Contract Agreement and further understand there will be no opportunity to negotiate or make changes to the contract agreement after the award of contract.

_____ Name	_____ Official Title
_____ Signature	_____ Date

A final note: This is not the formal contract agreement with the board. The actual formal contract agreement will be sent to the successful vendor or firm to whom a contract is awarded. The formal contract agreement will be sent after the board meeting and must be executed by both parties within twenty-one (21) days. Ref. N.J.S.A. 18A:18A-36 (b)

Failure to sign and submit the executed Acknowledgement with the response, may lead to the disqualification of the response.

Form of Contract Agreement

The following contract **shall be executed** by each successful respondent. Per N.J.S.A 18A:18A-4.5, **there shall be no negotiations of any proposal or the contract** to be executed.

AGREEMENT

NONPUBLIC SCHOOL SECURITY GUARD SERVICES

This Agreement is made the _____ day of _____, 2021 for services by and between the Lakewood Board of Education ("the "Board"), whose address is 200 Ramsey Avenue, Lakewood, New Jersey 08701, and _____, (the "Contractor"), whose address is _____.

WITNESSETH:

WHEREAS, the Board desires to contract with the Contractor, to provide **NONPUBLIC SCHOOL SECURITY GUARD SERVICES** described in detail below; and

WHEREAS, the Board advertised for proposals for **NONPUBLIC SCHOOL SECURITY GUARD SERVICES for the 2021/2022 and 2022/2023 school year.**

WHEREAS, the Contractor submitted qualifications for the Services and possesses the necessary skills and qualifications to contract with the Board to provide said Services; and

WHEREAS, on _____, 2021, the Board passed a resolution awarding such services to the Contractor; and

WHEREAS, it is the intention of both the Board and the Contractor to enter into an Agreement whereby the Contractor will provide the Services to students identified by the Board in accordance with applicable Federal and State law as well as the terms and conditions outlined in this Agreement; and

NOW, THEREFORE, the Contractor and the Board, for the mutual promises and consideration herein specified, do-mutually covenant and agree as follows:

Scope of Services

The overriding purpose of this proposal is to provide a safe and secure environment for the students and staff members of the nonpublic schools located in Lakewood, pursuant to the New Jersey Nonpublic Security Program Law-N.J.S.A. 18A:58-37.8 et seq., and the corresponding New Jersey Administrative Code 6A:16-5.1. Services to be provided by security officers are to achieve the above goal.

Services include but are not limited to the following:

Post Security Officer—School Entrance

- **Visitor Control—Entrance and Egress**

Monitor visitor entry and egress in accordance with the visitor policy of the nonpublic school and the Lakewood Board of Education, including, but not limited to the signing in and signing out of all visitors and inspecting all packages being brought into the school. The main goal of visitor control is to not permit unauthorized personnel in the school facility.

- **Delivery of Goods**

Monitor the delivery of goods by vendors entering into the schools

- **Vendors and Contractors**

Monitor the entry and egress of vendors and contractors working in the schools. It is noted that the school security officer is not to leave his post to supervise any vendor or contractor doing business with the school.

- **Parent Picking Up Child**

The post security officer will assist the principal of the school in the process of parents picking up their children early from school. The security officer will review the school's written practices of this procedure.

- **Missing Child; Illness of Child; Unruly Behavior of Child**

The post security officer will assist the principal of the school, in all cases of missing children, emergency situations including any medical emergencies and any unruly or disruptive child. It is preferred that the security officer have defibrillator training.

- **Equipment; Alarms**

The post security officer should have knowledge of any intrusion devices, security entry systems locations and significance of control board signal indicators or alarm activators and/or alarm sounding within the installation. The officer should have knowledge of any fire alarm system locations, fire hydrants, fire extinguishers, and all security equipment and proper use of same.

- **Anti-Bullying**

The security officer shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education.

In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator.

- **Other Duties as Assigned by School Principal**

The post security officer may also be assigned other duties by the school principal that complement the Nonpublic School Security Guidelines to ensure a safe and secure environment.

General Scope of Services—Security Officers

- Call for local law enforcement assistance when so requested by school administrator.

- Cooperate with all local police, State police and others who have proof of identification and validity or purpose.
- Maintain visibility while on duty.
- Intercede when needed in a potentially violent or disorderly act.
- Shall not resort to physical force against any person, except in self-defense or protection of a third party.
- Security officer should not be used for school administrative or clerical work not associated with duties as outlined in the School Security and Safety Plan.

Armed Security Officers

There may be requests from nonpublic schools to have security officers (armed security officers) to carry a firearm in the performance of their duties. Security officers who carry firearms are considered SORA (Security Officer Registration Act) Level 2 Security Officers and they are to adhere to the following:

Uniform/Badge

SORA Level 2 armed security officers are to wear on their uniform a badge indicating the status of a SORA Level 2 Security Officer and wear a company-issued shirt to have the word “SECURITY” printed on the reverse side of the shirt.

Duty Holster-Level 2

SORA Level 2 armed security officer, when carrying a firearm in the performance of his/her duties, shall secure the weapon in a Level 2 or higher security holster.

Armed security officers shall obtain and possess in good order a State of New Jersey Permit to Carry a Handgun. Such firearm permits are not to be transferable from one armed security officer to another. Proof of valid permit shall be made available upon request or onsite of the facility.

Armed security officers shall be certified in the use of firearms by the Police Training Commission of New Jersey and written proof shall be provided to the school district and nonpublic school that the armed security officer has successfully completed a handgun safety course for proficiency with handguns. A training course can also be accepted if it is determined to be substantially equivalent to the one that has been approved by the New Jersey Police Training Commission. Options are described in N.J.A.C. 13:54-2.4.

Firearms shall be carried by the armed security officer at all times while on duty. **AND should be CONCEALED at all times.** The firearm is not to be un-holstered unless there is a need to do so in the performance of the security officer’s duties.

Procedures; Protocols and Drills

• Role of the Security Officer—Security Drills

The security officer is to be an active participant in all school security drills as listed. The security officer is to familiarize himself with the procedures and protocols as listed in School Safety and Security

resources that are available on the New Jersey Department of Education website. The security officer will work under the direction of the school principal as it pertains to the implementation of the drills.

- **Types of Drills and Frequencies**

- Active shooter drill—to be held twice annually
- Bomb threat drill—to be held twice annually
- Evacuation drill—to be held twice annually
- Fire drills—to be held once a month
- Lockdown drill—to be held twice annually
- Security drills—to be held once a month

All drills aforementioned will be coordinated by the school principal and with the Lakewood Township Police, Fire and Emergency Management Departments.

School Safety Drill Resources

School Security Drill Guide NJDOE Website-

<http://www.state.nj.us/education/schools/security/drill/Guide.pdf>

School Security Drill Checklist NJDOE Website

<http://www.state.nj.us/education/schools/security/drill/SchoolSecurityDrillChecklist.pdf>

Drill Observation Checklist—Active Shooter NJDOE Website

<http://www.state.nj.us/education/schools/security/task/planning/DrillObservationFormActiveShooter.pdf>

Drill Observation Checklist—Bomb Threat NJDOE Website

<http://www.state.nj.us/education/schools/security/task/planning/DrillObservationFormBombThreat.pdf>

Drill Observation Checklist—Evacuation NJDOE Website-

<http://www.state.nj.us/education/schools/security/task/planning/DrillObservationFormEvacuation.pdf>

Drill Observation Checklist—Lockdown NJDOE Website

<http://www.state.nj.us/education/schools/security/task/planning/DrillObservationFormLockdown.pdf>

Drill Feedback Form- NJDOE website Drilling

<http://www.state.nj.us/education/schools/security/>

Record Keeping and Documentation

- Accurate and Precise Record Keeping of all drills is required indicating date and time of drill, type of drill, weather conditions, participants (e.g. students, staff, faculty, law enforcement, fire fighters...) and a brief description of what occurred and procedures followed. Sample Security Drill Guide, School Security Drill Checklist and Drill Observation Forms for Evacuations, Active Shooter, Lockdown and Bomb Threat Drills as well as Drill Feedback forms have been included in the Bid Packet for reference of expectations. Additional forms can be obtained from the State of New Jersey at the following website:
<http://www.state.nj.us/education/schools/security/>

Qualifications of Respondents

Security Company Requirements; Qualifications

It is the desire of the Lakewood Board of Education to have qualified, experienced licensed companies to provide services to the nonpublic schools in Lakewood. All bidders shall provide as a requirement of this bid, evidence showing the Company/Shareholder/Partner having at least one (1) year of experience in school security in any of the following that when combined will equal a minimum of three hundred (300) students per year. **Evidence must be provided with the proposal.**

- Public School District
- Private K-12 school
- Charter Schools

The work experience shall be for entities located in New Jersey and within the last five (5) years.

All companies submitting bids for this contract shall be New Jersey approved licensed security companies in compliance with the terms and conditions as outlined in the Security Officer Registration Act—N.J.S.A. 45:19A-2 et seq., and **shall provide such evidence of license as a submission with the RFP.** Companies that have applied for such licensure are eligible to bid and must provide proof of such application; however, the Company must be fully licensed at the time services are to commence and no later than 30 calendar days after the bid award. If not licensed within 30 days of the bid award, the second lowest responsible bidder shall be awarded the contract. All licensed security companies and licensed security officers shall adhere also to the rules and regulations as promulgated in N.J.A.C. 13:55A-1 et seq.

- **Absent Security Officers**

The contractor is required to provide replacement officers for any absent officers at the scheduled starting time for the posts and for any officers requiring to leave posts for any reason i.e., lunch, break, illness, personal emergency, etc., or absences from work. It is the responsibility of the contractor to ensure that the schools have security officer presence at all times under the terms of the contract. Schools will not be responsible for calling substitute officers to come to work.

- **Communication Equipment**

Many nonpublic schools are in the midst of procuring security equipment, including security communication for the first time. Until the communication equipment has been firmly established and made operational by the school, the contractor is responsible for providing communication equipment for the security officers at all posts as required to perform the duties at the posts. The cell phone numbers of the security officers at each post shall be provided to the school and updated on an ongoing basis as necessary. The Contractor will provide a monitoring equipment system for each location to provide documentation that the security officers are completing the assigned patrol of the location.

- **Independent Contractor Status; Payroll; Taxes; Benefits etc.**

Employees performing services under this contract shall function as independent contractors and not considered employees of the school or the Lakewood Board of Education. The contractor shall be responsible to pay the security officers all salaries, benefits, taxes, insurance coverage, etc. Neither the nonpublic school nor the Lakewood Board of Education shall be involved with employee pay, benefit or taxes.

- **Log of Services; Verification by School**

The contractor shall make written weekly reports to the school which shall indicate the names of the officers, whether full time or part time, the number of hours on each tour of duty and a log of all investigations and complaints or incidents. The weekly reports shall be based upon the daily activity reports that are to be submitted by each security officer. A copy of the daily logs shall be submitted each billing period to the school, which in turn, shall verify for accuracy.

- **Good Faith Effort**

The contractor shall be required to make a good faith effort to provide employment to any applicants to residents of Lakewood, whenever possible, and to employ minority and female workers consistent with the applicable affirmative action employment goals. The contractor is encouraged to provide employment to members of the community that make up the demography of the nonpublic schools of Lakewood

- **Uniforms and Equipment**

The contractor shall provide and ensure that all security officers have the appropriate security uniforms and equipment to provide basic security services as outlined in this proposal. Neither the nonpublic school nor the Lakewood Board of Education shall provide any uniforms or standard security equipment.

- **Working with Local Law Enforcement Officials**

With respect to security officers, contractors and schools are encouraged to seek guidance from local law enforcement agencies and the Lakewood School District regarding the placement of security personnel in school buildings, the chain of command, roles and responsibilities, required qualifications and experiences, channels of communications, and required training and continuing professional development.

- **Liquidated Damages—Failure to Perform--\$500.00 Per Day**

Pursuant to N.J.S.A. 18A:18A-41, the Lakewood Board of Education sets a liquidated damages assessment of five hundred dollars (\$500.00) per day against the contractor for failure to perform said contract in accordance with the terms and conditions hereby set forth.

Security Officer Qualifications and Requirements

All persons providing services as security officers under this contract shall be licensed by the State of New Jersey in accordance with the Security Officer Registration Act—N.J.S.A. 45:19A-2 et seq., and adhere to the rules and regulations as promulgated in N.J.A.C. 13:55A-1 et seq. Copies of all licensed security personnel shall be presented upon demand by the Lakewood Board of Education. As part of the

licensing process, all fingerprinting and criminal background check for each officer shall be provided upon request by the nonpublic school and/or the Lakewood Board of Education. School Security Officers shall possess a valid State of New Jersey driver's license. They shall be able to read, write, and speak English. They shall have received drug testing and pre-employment psychological testing, with results made available to the District upon request. They shall be well groomed and wear clean uniforms that meet the specification.

The New Jersey Department of Education Blue Seal Approval Letter must be presented for all licensed security personnel upon demand of the Lakewood Board of Education as verification that the security personnel has undergone and successfully completed a criminal history record check.

- **Security Officer Training Program**

The contractor will establish a thorough and comprehensive training program for all security officers. No security officer will be assigned on-site until a comprehensive initial training has been satisfactorily completed. In anticipation of the following training requirement the contractor shall provide as outlined in N.J.A.C. 13:55A-3.4(b) the following:

(a) Except as provided in N.J.A.C. 13:55A-3.4(b); a person seeking to be employed as, or perform the functions and activities of a security officer must complete an approved 24-hour course of classroom instruction taught by a certified security officer instructor.

(b) The course of instruction shall include, but not be limited to, a minimum of two hours of instruction in each of the following general subject areas:

- | | |
|---|--|
| 1. Homeland security and counter-terrorism; | 5. Detention of suspects |
| 2. Communications/emergency response | 6. Ethics and professional conduct |
| 3. Theft prevention | 7. First aid/CPR/AED |
| 4. Limits on the use of force | 8. Any other subject areas the Superintendent of the State Police determines are necessary |

All security officers shall provide the required SORA (Security Officer Registration Act) certification. The district requires thirty (30) day notifications on expiring SORA certification.

- **Professionalism of Security Officers**

Security officers assigned to each school shall be expected to recognize that they are the first person with whom a visitor comes in contact with at the location and should be pleasant and helpful. Each security officer assigned to the school is an ambassador to the school community and as such a high level of performance shall be expected. Friends, associates or relatives are not to visit the school officer's workplace.

- **Identification Badge**

All officers shall wear a security company picture identification card on their left breast area of their uniform issued by the security company. The identification card shall clearly:

4. Identify the security officer by name and certification number;
5. Identify the security officer by a one square inch photograph;
6. Identify the security officer company by name and license number

- **Use of School Property—Prohibited/No Smoking Policy**

All security officer personnel are prohibited to use any school property, including but not limited to the use of computer and computer equipment; school telephones, school AV equipment opening of drawers and cabinets, etc., unless so authorized by the school principal.

Security officer personnel are to take all breaks in an assigned break area. There is no smoking or possession/drinking of alcoholic beverages on school grounds both inside and outside. The use of personal cell phones will be limited to contacting work supervisor or emergencies. Other personal calls will be limited to break times.

- **Interaction with Staff; Children—Giving of Gifts**

It is expected that all employees performing services under this contract have limited interaction with staff and students attending the school. Security officer personnel, however well meaning, are not to give gifts to school children and/or school employees.

- **Key Control**

No school keys shall be duplicated by any security officer, or at his/her direction, nor shall officer give any such key in his/her possession to any person for any purpose, including duplication, unless otherwise directed by the School Administrator

Coordination of Activities

All efforts and assessment of performance shall be coordinated by Mr. James Trischitta Supervisor of Non-Public School Security Program for the Lakewood Public School District.

Documents to be received from Contractor

- Along with a monthly certified invoice from the agency, a timesheet for each security officer providing services must be submitted. The timesheet must include the days and times worked for the period. All timesheets must be signed by a nonpublic school administrator and Security Officer certifying time spent in the nonpublic school.
- An emergency log indicating date, time, emergency and steps taken to rectify the emergency by the officer. All emergency logs must be signed by a nonpublic school administrator and Security Officer certifying services done in the nonpublic school. A summary sheet for services provided during the month, per school.

Award of Contract

The basis for all charges for the security services described herein will be the hourly rate billed for each security officer based on the actual time worked by such officer on site at the nonpublic schools. All overhead costs, training, travel and all other costs must be assumed by the contractor. There will be no additional fees or costs of any type for the school district other than those included in these specifications.

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 board 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 the contract. These services not related to the contract **are not** to be provided by the respondent. The district will procure these services separately by an authorized purchase order.

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

Time sheets will be maintained on a weekly basis and each invoice will reflect one month's service to the nonpublic school. Each invoice will reflect the actual hours worked for each security staff officer on duty and no flat fee or billing estimates will be accepted for payment. This will require that a detailed list be attached to the invoice to include each individual, by name, and the hours worked. All sign-in sheets shall accompany the invoice.

Performance of Duties/Contract

In the event that the district/nonpublic schools become dissatisfied with the performance, behavior, demeanor, appearance or presence of any member of the contractor's security staff, such officer (s) shall be removed temporarily or permanently at the district/nonpublic school's request. Multiple instances of dissatisfaction by the district/nonpublic school with the performance, behavior, demeanor, appearance or presence of any member of the contractor's security staff shall be grounds for the district/nonpublic school's termination of the contract herein, at its sole discretion and without penalty to the district/nonpublic school.

Resources—School Safety and Security

School Safety and Security Plans-Minimum Requirements NJDOE August 2011

School Safety and Security Plan Review Checklist NJDOE August 2011

Nonpublic School Security Program Guidelines NJDOE October 2016

Drill Observation Checklist—Lockdown NJDOE Website

School Security Drill Guide—NJDOE Website

Security Officer Registration Act—N.J.S.A. 45:19A-2 et seq.

Security Officers and Security Officer Companies—N.J.A.C. 13:55A-1 et seq.

New Jersey State Police Private Detective Unit Armed Security Officer FAQ

In addition:

- The Provider shall fully indemnify the Board for any and all costs and/or charges incurred with regard to the services provided herein should same be due to the wrongdoing, misconduct, want of care, skill and/or difficulty by the Provider herein, its agents, employees, or assigns.
- Moreover, the Provider will immediately indemnify the District should any adverse Audit and/or other findings that would impact on State and/or Federal aid and/or any monies of the District. Moreover, the Provider will either post a bond with the Board's business Office for 50% (fifty percent) of the amount of this Contract or provide documentation to the complete satisfaction of the Board's Business Office that their Errors and Omissions Policy will fully indemnify the school district. This shall be provided prior to the commencement of the services herein. Should same not be provided by September 1, 2019 the Board has the absolute right to cancel this Agreement with no further obligations to the Provider.
- The Provider will fully indemnify the Board and pay for any and all legal and expert fees shall the need arise with regard to any and all audits and/or legal action (filed or threatened) of the program herein. This payment will be made within 30 days of request.
- The Board has the right to utilize an independent third-party agency/company to conduct on-going monitoring with regard to contract compliance and the effectiveness of the program described herein. The provider will fully cooperate with said monitoring and provide any and all documentation/data requested and shall be responsible for a proportionate cost of same with any and all costs being paid within thirty (30) days of request by the Board. Should the Provider not make payments as requested by the Board this Agreement will be cancelled.

Affirmative Action

The contractor/provider 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., and the terms and conditions of the Mandatory Equal Employment Opportunity Language—Exhibit A. (Copy Attached)

Anti-Discrimination Provisions—N.J.S.A. 10:2-1

N.J.S.A. 10:2-1. Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract

hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.[1985, c.490](#) (C.18A:18A-51 et seq.).

Assignment of Contract

The contractor/provider shall not assign, transfer, or sublet this agreement, or any rights and responsibility in this agreement without written consent from the board of education.

Availability of Funds

The parties recognize that payments by the District to the Contractor/Provider under this Agreement are expressly dependent upon, and subject to the availability to the District of State and/or Federal funds. The Contractor/Provider is aware that the District's receipt of State and/or Federal funds is expressly conditioned upon allocation, review and approval by the New Jersey State Department of Education. If the District, for any reason, does not receive sufficient funds to make the required payments under this Agreement, it shall not be considered a Breach of the Agreement by the District and the parties, shall immediately begin negotiations to modify this contract taking into account the availability of funds, which may include the termination of the Agreement, if necessary.

Business Registration

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.[2001, c.134](#) (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.[1977, c.110](#) (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

A contractor or a contractor with a subcontractor that has entered into a contract with a contracting agency, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.[1966, c.30](#) (C.54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into this State.

Compliance with Laws

The Contractor/Provider shall comply with, and require that anyone providing the Services on behalf of the Contractor/Provider comply with, all applicable requirements of Local, County, State and Federal authorities, all applicable Local, County, State and Federal laws, rules, ordinances, regulations and codes and all Board policies, now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of the Agreement. The Contractor/Provider and anyone providing the Services on behalf of the Contractor/Provider shall, without limitation of the aforementioned, comply with the (a) the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA), (b) the confidentiality requirements of N.J.A.C. 6A:32-7.1, *et seq.*, and the Family Education Rights Privacy Act, 29 U.S.C. 1232g, and (c) the anti-discrimination provisions of N.J.S.A. 10:2-1 *et seq.*, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.*, N.J.S.A. 10:5-31, et seq., N.J.A.C. 17:27-1.1 et seq., N.J.A.C. 6:4-1.6, as re-codified in N.J.A.C. 6A:7-1, et seq., Title VII of the Civil Rights Act of 1964, Title 11 of the American With Disabilities Act of 1990, the Individuals with Disabilities Education Improvement Act, Part B ("IDEA"), 20 U.S.C. 1400 et seq., Education Department General Administration Regulations (EDGAR) 34 CFR Parts 74-82 and 97-99, and N.J.S.A. 18A:46-19.1, *et seq.* (Chapter 193 Laws of 1977), N.J.A.C. 6A:14-4.9 and any and all rules, waivers, regulatory guidance and regulations promulgated thereunder by the State Board of Education and/or the Commissioner of Education.

The failure to comply with any and all Local, County, State or Federal Law, rule, ordinance, regulation, code or Board policy shall be grounds for immediate termination of this Agreement at the Board's discretion, upon 30 days' notice to the Contractor/Provider. In addition, all Services provided under this Agreement must supplement, rather than supplant, student instructional services and programs. Should any Services provided under this Agreement be deemed by any State or Federal agency or authority to be non-compliant with State or Federal laws and/or regulations, Contractor/Provider agrees to refund to the Board any amounts paid to the Contractor/Provider for such non-compliant Services.

Confidentiality

To the extent the services require the Contractor/Provider to receive any confidential student information during the provision of the services, the Contractor/Provider agrees to comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated there under at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by the Contractor/Provider except as permitted by the terms of this Contract to subcontractor/Providers whose services are necessary for the Contractor/Provider to carry out its services and only then to subcontractor/Providers who have agreed to maintain the confidentiality of the data to the same extent required of the Contractor/Provider under the terms of this Agreement.

The Contractor/Provider shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all District data received from, or on behalf of the District. These measures shall be extended by contract between the Contractor/Provider to all subcontractor/Providers used by the Contractor/Provider who may encounter District data.

Conflicts of Interest.

The Contractor/Provider certifies that no officer or employee of the Board of Education or his/her immediate family members are directly or indirectly interested in this Contract or have any interest in any portions of profits thereof. Any or all potential conflicts shall be immediately reported to the School Business Administrator.

Contracted Service Provide—Pre-Employment Requirements--Child Abuse/Sexual Misconduct

All contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5 link below for guidance.

<http://nj.gov/education/educators/crimhist/preemployment/>

Criminal History Background Check

Contractor/Provider shall ensure that a Criminal History Background Check conducted by the New-Jersey Department of Education has been completed for anyone providing the Services hereunder as required by N.J.S.A., 18A:6-7.1 et seq., prior to the commencement of Services for the Agreement. Contractor/Provider shall provide proof to the Board that no disqualifying record information exists as a condition precedent to the provision of services by anyone providing services pursuant to this Agreement. In the event Contractor/Provider fails to comply with the Criminal History requirement, Board may, in its sole and absolute discretion, immediately terminate the Agreement, notwithstanding any other notice, default and termination provisions herein. The cost of any such background check shall be borne by the Contractor/Provider and/or its employees.

Default

In the event the Contractor/Provider fails to provide any of the Services or fulfill any of its responsibilities required under this Agreement, the Contractor/Provider shall be deemed to be in default of this Agreement and the Board shall be entitled to maintain any and all actions and effect any and all remedies available to it in equity and in law. The parties may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the breach within thirty (30) days of written notice of such breach, or if the nature of the cure is such that it reasonably requires more than thirty (30) days, if the Board commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

Dispute Resolution

Any and all claims, disputes or other matters in question between the Board and Contractor/Provider arising out of or relating to the Agreement, or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venue in Ocean County, New Jersey. The Contractor/Provider hereby knowingly irrevocably waives its right to trial by jury in any action arising out of or relating to the Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial- by jury. This waiver is knowingly, intentionally and voluntarily made by the Contractor/Provider. If a dispute arises between the Board and any entity or individual as to which the Board is bound to the arbitration of such disputes and the dispute directly or indirectly relates to the Agreement, then" the Contractor/Provider agrees that the Contractor/Provider can be joined as a party to such an arbitration with respect to matters related to such arbitration. Any and all disputes which exist only between the Board and Contractor/Provider, or among the Board, Contractor/Provider and others as to which the Board is not bound to the arbitration of disputes, shall be subject to the provisions of this Section

Entire Agreement

This Agreement incorporates the parties' entire agreement and complete understanding concerning the terms and conditions of the Contractor/Provider's retention by the Board. This Agreement may not be modified or amended in whole or in part except by agreement of both parties and by Board ratification.

Force Majeure

Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of their performance of obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy, or due to war, riot, flood, civil commotion, insurrection, severe or adverse weather conditions, lack or shortage of electrical power not due to the fault of the non-performing party, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed.

Full Force and Effect

The Contractor/Provider agrees that the consideration set forth in the agreement shall remain full force and effect for the entire term, regardless of any and all increases in costs to the Contractor/Provider, regardless of whether such increased costs occur as a result of any rule, regulation, statute or requirement of any government agency.

Harassment, Intimidation and Bullying

Pursuant to *N.J.S.A. 8A:37-16*, all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the District, and all employees of contracted service providers are required to comply with the provisions of the District's anti-bullying policy. Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer.

Independent Contractor/Provider/Assignment

A. The parties agree that the Contractor/Provider and anyone providing the Services on behalf of the Contractor/Provider is an independent Contractor/Provider and nothing in the Agreement shall be construed to establish an employer/employee, agency, joint venture or partnership arrangement between the parties. In discharging all duties and obligations hereunder, the Contractor/Provider and anyone providing the Services on behalf of the Contractor/Provider shall at all times remain in an independent Contractor/Provider relationship with the Board. The Board assumes no responsibility for the payment of compensation except as set forth herein and shall not be responsible for the payment or provision of wages, benefits or taxes or pension contributions of Contractor/Provider or any employees of the Contractor/Provider. Contractor/Provider represents that he/she/it is not an employee of the Board according to the rules and regulations of the New Jersey State Department of Treasury, Division of Pensions and Benefits. Should a court or agency of competent jurisdiction determine that Contractor/Provider's services, or the services of its employees, do not qualify it or its employees as independent Contractor/Providers, Contractor/Provider shall indemnify and hold the board, its employees and agents, collectively and individually, harmless for any back taxes, pension contributions, benefit payments, etc., for which the Board may be held responsible.

B. The rights and responsibilities under this Agreement party may not be assigned, transferred, hypothecated or otherwise delegated its duties or monies to come due hereunder, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the Board.

Insurance Requirements

A. Contractor/Provider shall maintain or cause to be maintained, in full force and effect, insurance in such amounts and against such risks as follows:

Broad form, comprehensive, or commercial General Liability Insurance coverage, including contractual liability, against claims for personal injury, death or property damage in an amount of not less than One Million Dollars (\$1,000,000.00) with respect to injury or death of a single person and Two Million Dollars (\$2,000,000.00) in the aggregate, and One Million Dollars (\$1,000,000.00) with respect to property damage, together with Excess/Umbrella Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00), Fire Damage Insurance in an amount of not less than Fifty Thousand Dollars (\$50,000.00) and Medical Expense Insurance in an amount of not less than Five Thousand Dollars (\$5,000.00); and

ii. Workers Compensation Insurance coverage in the minimum amount required by the specifications for the Services as follows: Employer's Liability Insurance coverage in an amount not less than One Million Thousand Dollars (\$1,000,000.00) for bodily injury caused by accident or disease and One Million Dollars (\$1,000,000.00) per occurrence for automobile liability or in the statutory amount, whichever is greater; and

iii. Professional Liability Insurance coverage in an amount of not less than One Million Dollars (\$1,000,000.00) with respect to a single claim and Three Million Dollars (\$3,000,000.00) in the aggregate, which the Contractor/Provider shall maintain for no less than six (6) years following completion of Services.

B. No later than the execution of this Agreement, and upon the Board's reasonable request from time to time, the Agency shall provide to the Board a certificate of insurance evidencing the coverage set forth above from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-". The Agency shall also provide, upon the Board's request, full and complete copies of the insurance policies required above.

C. The coverage set forth above shall name the Board of Education as an additional insured under any policies required to be provided pursuant to this section.

The Contractor/Provider shall defend, indemnify, and hold harmless the Board, collectively and individually, and its agents, officials, representatives and employees from and against any and all damages, losses, or claims, including, but not-limited to, reasonable attorney's fees, that arise as a result, in whole or in part, from: (a) any intentional or negligent act, error, or omission or failure of the Contractor/Provider arising out of or relating to the terms of this Agreement by the Contractor/Provider or anyone performing the Services on behalf of the Contractor/Provider; (b) any breach of this Agreement or a breach of the implied covenant of good faith and fair dealing, by the Contractor/Provider or anyone performing the Services on behalf of the Contractor/Provider; and (c) the Contractor/Provider's violation of, or failure to comply with any law, statute, regulation and/or code applicable to Contractor/Provider's Services.

In carrying out provisions of this contract or in exercising any power or authority granted them by their position, there shall be no liability upon the Board and his authorized representatives or assistants, either personally or as officials of the Board, it being understood that in such matters they act as agents and representatives of the Board.

Iran Certification of Non-Involvement in Prohibited Activities

Pursuant to *N.J.S.A. 52:32-58*, the Contractor/Provider certifies that neither the Contractor/Provider, nor one of its parents, subsidiaries, and/or affiliates (as defined in *N.J.S.A. 52:32-56(e)(3)*), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in *N.J.S.A. 52:32-56(f)*.

Licensure

The Services shall be provided only by individuals holding the appropriate licensure to undertake the Services. The Contractor/Provider shall provide the Board, if requested, with copies of documentation confirming that Contractor/Provider and anyone providing the Services on behalf of the Contractor/Provider has the certifications, licenses, skills and experience necessary to provide the Services. The documents shall be current, valid and issued by the State of New Jersey and any other authority with jurisdiction over the Services.

Payment Process

The Contractor/Provider will bill the District by monthly duly verified invoices. The invoices shall seek payment only for actual services rendered. The District will pay all invoices from the within 30 days of receipt and verification of a properly completed invoice and supportive documentation submitted ten (10) days prior to the current month's School Board meeting. In no event shall the contractor/provider be entitled to interest on any overdue payment. The bill must be submitted no later than thirty (30) days after delivery of the services.

Payment is conditioned upon proper execution by the Contractor/Provider of District vouchers and other documents which may be required for the proper fiscal management of the public school District. Please note: the Board of Education shall approve of all payments prior to any checks being issued to the Contractor/Provider.

Program Performance

A. Contractor/Provider shall perform all of the services consistent with the specifications of the district's request for proposal.

B. Contractor/Provider shall inform the Board, in writing of all conditions that may negatively affect the performance of Services as soon as they are known. The disclosure shall be accompanied by a statement of the action taken or contemplated by the Contractor/Provider to correct the problems and when corrective action was, or will be, taken. Board representatives may make site visits to inspect the Services and to review the Contractor/Provider's books and records relating to the provisions of the Services, review program effectiveness and may interview any officials and/or employees whose work involves the performance of this Agreement or compliance with its terms.

All services to be provided under this Agreement shall be in accordance with the specifications contained within the request for proposals for such services, as issued by the Board of Education, and in the Contractor/Provider's response to same.

Political Contributions—Pay to Play

Annual Disclosure

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.

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.

Record Keeping—Access and Maintenance

The Contractor/Provider is to comply with all laws and regulation as it pertains to record keeping—access to records and maintenance of records.

Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d). The contractor/vendor to whom a contract has been awarded, shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Renewal of Contract (If Applicable)

Thereafter, this Agreement is subject to two (2) one-year extensions or one (1) two year extension, at the District's option subject to the conditions set forth herein. Any price change included as part of an extension shall be in effect only after negotiation with, and approval by, the Board of Education and shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension, and shall not exceed the change in the index rate for the 12 months

preceding the most recent quarterly calculation available at the time the contract is renewed; and the terms and conditions of the contract remain substantially the same, in accordance with the provisions of N.J.S.A. 18A:18A-42(o). Any renewal of contract and/or multi-year contract is subject to the availability of funds. If funds are not available the board may cancel the contract.

School Ethics Act--Compliance

Contractor/Provider represents that, to the best of its knowledge, information and belief, none of its employees nor anyone providing Services on its behalf are engaged in conduct that constitutes a conflict of interest under, or a violation of, the School Ethics Act, N.J.S.A. 18A:12-21, et seq., and N.J.A.C. 6A:28-1.1, et seq.

Specifications; Proposal

The contract requirements and Contractor/Provider's response thereto, as more fully set forth in the response and the Proposal Specifications and General and Technical Conditions, and related attachments, as advertised for the Services herein, shall be considered attached to this Agreement as an exhibit as if fully set forth herein and shall have the same effect as if contained within a contractual provision in this Agreement.

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 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 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. The board does not issue an ST-5 Tax Form.

Termination.

Termination for Cause. If either party fails to comply with any of the obligations required of it in this contract, written notice specifying the failure must be provided to the breaching party. If the party fails to remedy and cure such failure within fifteen (15) days, then the non-breaching party will have the right to terminate the contract immediately upon giving an additional thirty (30) days prior written notice of that intention.

Termination for Convenience. The District may terminate this Agreement at any time upon giving ten (10) days' prior written notice to the CONTRACTOR.

Notwithstanding the above, the Contractor will not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this Agreement by the Contractor in addition to the District's other remedies, and the District may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of damages due the District from the Contractor is determined.

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.

Subject to Board Approval

This Agreement is subject to the approval of the Lakewood Board of Education. Upon such approval, the Board President, or his designee, is authorized to sign the Agreement on behalf of the Board.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives.

For the Contractor/Provider:

For the Board:

President/Officer/Official **Date**

Board President **Date**

Secretary/Witness **Date**

School Board Secretary **Date**

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

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

(Revised: January, 2016)

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.

Kevin Campbell

Assistant School Business Administrator/Board Secretary