

Lakewood Board of Education
Lakewood, New Jersey

Competitive Contracting
Proposal Specifications
&
General Requirements
For

**CHAPTER 193 EVALUATION &
DETERMINATION**
2017-2018

Proposal No: CC 06-1718

Wednesday, November 15, 2017

Proposal Opening Date

10:00 am

Proposal Opening Time

Diane Piasentini, QPA
Purchasing Manager

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 06-1718

**Title of Proposal: CHAPTER 193 EVALUATION &
DETERMINATION**

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

Ms. Diane Piasentini, QPA
Purchasing Manager
LAKEWOOD Board of Education
200 RAMSEY AVE
LAKEWOOD, New Jersey 08701
FAX: 732-905-3687
E mail :dpiasentini@lakewoodpiners.org

1. Proposals must be sealed and delivered to the Office of the School Business Administrator/ Board Secretary of LAKEWOOD Board of Education, **on or before** date and time indicated below. The envelope is to bear the information below. The Board requires one original and one duplicate copy of the proposal package as well as an electronic copy either on a **CD-Rom or Thumbdrive**. The duplicate is necessary for processing the proposals and for distribution to the evaluation committee. Respondents should also keep a complete copy of the proposal packet, exactly as submitted.

LABEL PACKAGE AS FOLLOWS:

Title: **CHAPTER 193 EVALUATION & DETERMINATION**
Proposal No.: **CC 06-1718**
Name and Address of the Respondent
Date: **Wednesday, November 15, 2017 @ 10:00am**
Location of Proposal Opening:

LAKEWOOD BOARD OF EDUCATION
200 Ramsey Ave.
LAKEWOOD, New Jersey 08701

The proposal opening process will begin on the above date and time at the LAKEWOOD Board of Education, LAKEWOOD, New Jersey. Proposals may also be submitted to the Purchasing Manager or his designee at the proposal opening meeting, in the Board Meeting Room, prior to the advertised date and time. On the advertised date and time, the Purchasing Manager shall publicly receive and open all

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

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

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.

Each proposal shall be accompanied by a bid bond, cashier's check or certified check made payable to the LAKEWOOD Board of Education, for ten percent (10%) of the amount of the total contract, but not in excess of twenty thousand dollars (\$20,000.00).

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

Corporate respondents are required by law (N.J.S.A. 52:25-24.2) to submit a list of names and addresses of all stockholders owning 10% or more of their stock.

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

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

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

Ms. Diane Piasentini, QPA
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 Purchasing Manager or designee, prior to the advertised date and time fixed for the receipt of the proposal. This will occur promptly for this proposal on **Wednesday November 15, 2017 @ 10:00 a.m.** 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 Purchasing Manager or his designee at the proposal opening meeting held in the **(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.*** Be prepared to park two or three blocks from the Board Offices.

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 **10:00 am** each day. The mail is then sorted within the district system, by departments. The Business Office routinely receives its mail at approximately **11:30 a.m.**

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

Deliveries of this type are usually made from **10:00 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 Purchasing Manager 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 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?		

LAKEWOOD BOARD OF EDUCATION



Competitive Contracting

GENERAL SPECIFICATIONS



Ms. Diane Piasentini, QPA
Purchasing Manager

LAKEWOOD BOARD OF EDUCATION

CC 06-1718

CHAPTER 193 EVALUATION & DETERMINATION

Instructions for Respondents

2. PROPOSALS ARE

TO BE SUBMITTED TO:

Ms. Diane Piasentini, QPA
Purchasing Manager
LAKEWOOD Board of Education
200 Ramsey Ave.
LAKEWOOD, New Jersey 08701

BY: 10:00 am PREVAILING TIME

ON: Wednesday, November 15th, 2017

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.

3. 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. Respondents should also keep a complete copy of the proposal packet, exactly as submitted.

Envelope Label Information:

District:	<u>LAKEWOOD Board of Education</u>
Proposal No.:	<u>CC 06-1718</u>
Project:	<u>CHAPTER 193 EVALUATION & DETERMINATION</u>
Date:	<u>Wednesday, November 15th, 2017</u>
Time:	<u>10:00 am</u>
Respondent	
Respondent Street Address	
City, State Zip	

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

4. 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 **CHAPTER 193 EVALUATION & DETERMINATION**

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 required 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

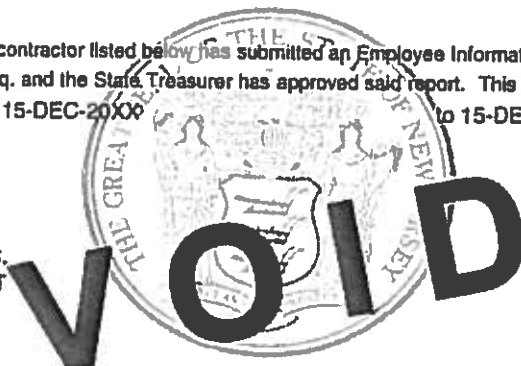
Certification 111XX

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

All respondents are urged to submit with their response, a copy of their firm's Certificate of Employee Information Report. Failure to submit the Certificate prior to the award 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 Purchasing Manager.

6. 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;

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, 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 LAKEWOOD Board of Education requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal.

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

Goods, Services and Construction Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors:

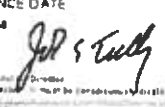
A contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized. At the sole option of the contracting agency, the requirement that 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.

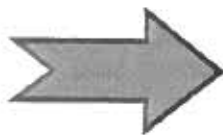
A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to any contractor who shall provide it to the contracting agency pursuant to the provisions of subsection b. of this section. No contract with a subcontractor 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. For bids and requests for proposals, the contracting agency must retain the proof of business registration in the file where documents relating to the contract are maintained. For all other contracts, proofs of business registration shall be maintained in an alphabetical file.

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.

**SAMPLES OF NEW
JERSEY BUSINESS
REGISTRATION
CERTIFICATES**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS	
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION: 970-087-362/500	SECURITY NUMBER: 01072
ADDRESS: 847 ROEBLING AVE TRENTON, NJ 08611	ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 07/14/04	
 <small>The Certificate is NOT valid unless the Taxpayer's name is printed in the space provided above the signature.</small>	



 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: 200-4101-4112823533	

All respondents are urged 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 up to 20% of the total contract not to exceed \$500,000. (N.J.S.A. 18A:18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the proposal.

Failure to 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(s) will coordinate the activities for this proposal

Competitive Contracting Process

Diane Piasentini, QPA

Purchasing Manager

Email: dpiasentini@lakewoodpiners.org

Malka Spitz-Stein
Program Supervisor
Email: mstein@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 contract, 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 Purchasing Manager 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). 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 Purchasing Manager.

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 Purchasing Manager, 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:

Ms. Diane Piasentini, QPA
Purchasing Manager
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

Wednesday November 15th , 2017

10:00 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; and one (1) Digital Copy

The district requires one **(1) original proposal, one (1) copy and one (1) digital copy** to be submitted at the proposal date and time. The digital copy is needed in order to assist the evaluation committee. 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** ☒ Required ☐ Not 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 Purchasing Manager

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 School Business Administrator
and remain in full force during the term of contract.

22. 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 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.

23. 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 with the bid/proposal shall be cause for rejection of the proposal.

24. 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.

25. 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.

26. OPENING OF PROPOSALS

Sealed proposals shall be opened publicly by the Purchasing Manager on

**Wednesday, November 15th, 2017
10:00 am**

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 attend the opening of proposals.

27. 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.

28. PERFORMANCE BOND

☒ REQUIRED ☐ NOT REQUIRED

When required, the successful vendor shall furnish a Performance, Payment and Completion Bond in a sum of 20% of the total amount payable by the terms of the contract not to exceed \$500,000. Such bond shall be in the form required by Statute.

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

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

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

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

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

The 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.

29. 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.

30. 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)

31. PRE-SUBMISSION OF PROPOSAL MEETING (NONE)

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.

32. 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.

33. 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

34. 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.

35. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

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

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

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

In cases of subcontracting, the 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.

36. 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.

37. 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.

38. WITHDRAWAL OF PROPOSALS

Before The Proposal Opening

The School Business Administrator may consider a written request from a respondent to withdraw a proposal if the written request is received by the School Business Administrator before the advertised time of the proposal opening.

After The Proposal Opening

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

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

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

LAKEWOOD BOARD OF EDUCATION



Competitive Contracting

TECHNICAL SPECIFICATIONS



Ms. Diane Piasentini, QPA
Purchasing Manager

**LAKEWOOD BOARD OF EDUCATION
BUSINESS OFFICE**

LAKEWOOD BOARD OF EDUCATION

PURPOSE OF PROPOSAL

The Lakewood Board of Education (“**Board**”) is seeking proposals from qualified agencies (“**Agency**”) to provide **Chapter 193 Evaluation and Determination of Eligibility** services during the 2017-2018 school year to eligible school-aged students enrolled within nonpublic schools in Lakewood.

INTRODUCTION AND BACKGROUND OF DISTRICT

New Jersey's Chapter 193 programs are provided to eligible students enrolled full-time in nonpublic elementary and secondary schools in New Jersey.

Chapter 193 programs provide nonpublic school students with remedial services such as evaluation and determination of eligibility for special education.

During the 2016-2017 school year, approximately 1,618 pupils were funded to receive an initial evaluation or a reevaluation and approximately 2,314 pupils were funded to receive an annual review. The current year's final counts are not available at the time of this proposal request.

SCOPE OF SERVICES (Technical Specs 55 points)

A. GENERAL ELIGIBILITY REQUIREMENTS

Chapter 193 services are available only to students who meet all of the following criteria:

1. Are enrolled full-time in grades K-12 in a nonpublic elementary or secondary school located in New Jersey.
2. Have parents or a guardian who live in New Jersey
 - a. Non-resident students who attend a nonpublic school located in New Jersey are eligible to receive Chapter 193 evaluation and classification services only, pursuant to N.J.S.A. 18A:46-19.8(b).
3. Are between the ages of five (5) and twenty-one (21) for Chapter 193 services.
 - a. Kindergarten students must meet the age requirements of the District in order to be eligible to receive services. A student must be five (5) years old by December 31st of the current school year to be eligible.
4. Meet the criteria for eligibility as determined by the NJDOE for the specific service.
5. Have parent or guardian consent by their signature and date on the Application for Chapter 193 Evaluation and Determination Services (407-1 form).

B. STUDENT APPLICATION FOR SERVICES

During the school year, the parent or guardian of a nonpublic school student may request Chapter 193 services by completing an application (407-1 form). Submission of the 407-1 form does not make the student eligible for Chapter 193 services. The District must verify eligibility according to the specific eligibility requirements for each allowable service and then complete the disposition section of the 407-1 form stating whether the services will be provided.

The Agency shall be responsible for obtaining all 407-1 forms from the nonpublic school(s) and/or parent(s). All 407-1 forms shall be complete, accurate, and contain a signature and date from the parent(s). A photocopy of the student's birth certificate and a current proof of residence must also be submitted with the 407-1 form. Incomplete or inaccurate 407-1 forms will be returned to the Agency.

The Agency shall forward the original 407-1 forms to the District as soon as possible after receipt from the nonpublic school(s) or parent(s) to get District verification of eligibility and the District's signature on the disposition section of the 407-1 form. The District will notify the Agency as soon as possible of those students eligible to receive services.

The Agency must make copies of all 407-1 forms submitted to the District and make them available for any future state aid audits. The District must keep the original 407-1 forms for record-keeping purposes.

C. REFERRAL, EVALUATION AND DETERMINATION OF ELIGIBILITY

The Agency shall provide services in accordance with all rules and procedures for identification, referral, evaluation, determination of eligibility, and reevaluation, included in Chapter 193, N.J.A.C. 6A:14-6.2; also covered under the federal Individuals with Disabilities Education Act of 2004 (IDEA) and New Jersey Administrative Code for special education, N.J.A.C. 6A:14.

The Agency shall ensure when a student is referred for an initial evaluation to determine eligibility for special education programs and services, the full Child Study Team (CST), parent and regular education teacher who has knowledge of the student's educational performance will meet within twenty (20) calendar days, excluding school holidays, of the receipt of the 407-1 form to determine whether an evaluation is needed.

The Agency shall ensure parents receive a written notice of the meeting and a copy of "Parental Rights in Special Education," which relates to the nonpublic services that are included under IDEA: identification, evaluation, determination of eligibility, and reevaluation. The notice of the meeting must be sent 10 (ten) calendar days prior to meeting.

The Agency shall schedule meetings at a mutually agreed upon time and place. If a mutually agreeable time and place cannot be determined, the parent(s) shall be provided the opportunity to participate in the meeting through alternative means, such as videoconferencing and conference calls.

The Agency shall provide, if an evaluation is warranted, written notice to the parent(s) of the determination that an evaluation is warranted, the nature and scope of the evaluation, identify

what additional data, if any, are needed and obtain written consent from the parent to evaluate, within fifteen (15) calendar days of the meeting.

D. INITIAL EVALUATION

The Agency shall ensure, after consent for initial evaluation has been received, the evaluation, determination of eligibility for services, and, if eligible, the development and implementation of the service plan will be completed within ninety (90) calendar days, in accordance with N.J.A.C. 6A:14-3.4(e).

The Agency shall ensure initial evaluations provided to students under Chapter 193 consist of a multi-disciplinary assessment in all areas of suspected disability, in accordance with N.J.A.C. 6A:14-3.4. Agency shall perform initial evaluations which include at least two (2) assessments conducted by at least two (2) members of the CST in those areas in which they have appropriate training or are qualified through their professional licensure or educational certification and other specialists in the area of disability as required or as determined necessary.

The Agency shall ensure students are determined eligible in accordance with N.J.A.C. 6A:14-3.5, as follows:

- When an initial evaluation is completed for a student, a meeting according to N.J.A.C. 6A:14-2.3(k)1 shall be convened to determine whether the student is eligible for special education and related services. A copy of the evaluation report(s) and documentation and information that will be used for a determination of eligibility shall be given to the parent not less than ten (10) calendar days prior to the meeting.
- The Agency shall develop a service plan for each student found eligible in accordance with N.J.A.C. 6A:14-6.1(f)1 and N.J.A.C. 6A:14-6.2(g)1i. All service plans shall include the components described in N.J.A.C. 6A:14-3.7(e)1 through 6, (e)8 and (e)14 through 16. Should the parent(s) refuse any services the student was found eligible for, Agency must identify those services being refused within the student's service plan. Should the parents refuse all services the student was found eligible for and as a result a service plan is not created, Agency must identify those services being refused and attach them with a statement of the parents' refusal of all services to the student's assessment.
- The Agency shall identify a Supervisor of Compliance to review service plans and assure compliance with code and District requirements. If the agency anticipates completing 2000 or more cases during the year, the supervisor will be full time whose sole responsibility will be to review service plans and assure compliance with code and District requirements.

E. ANNUAL REVIEW

The Agency shall conduct, in accordance with N.J.A.C. 6A:14-3.7(i), annually, or more often by parent request and District approval, a review of service plans in an annual evaluation meeting that includes:

- the parent;
- not less than one (1) CST member who can interpret the instructional implications of the evaluation results;
- at least one (1) general education teacher of the student who is knowledgeable about the student's educational performance;
- not less than one (1) special education teacher or service provider;
- the case manager;
- other appropriate individuals at the discretion of the parent, District or Agency;
- and the student when appropriate.

The Agency may not conduct an annual review within six (6) months of a reevaluation unless parent requests it in writing, submits a 407-1 form and the District determines conditions warrant it. In such cases, the 407-1 form shall be accompanied by a signed letter from the parent(s) documenting the concerns which warrant the annual review (i.e., the student's academic performance, behavior, etc.).

F. REEVALUATIONS

The Agency shall conduct reevaluations in accordance with N.J.A.C. 6A:14-3.8, as follows:

- Must complete a multidisciplinary reevaluation (must be two (2) or more different tests to qualify for funding) to determine whether the student continues to be a student with a disability.
- Must be conducted within three (3) years of the previous classification.
- May be conducted sooner than three (3) years if conditions warrant or if the student's parent or teacher requests the reevaluation based on concerns over the student's educational performance. In such cases, the 407-1 form shall be accompanied by a signed letter from the parent(s) or teacher documenting the concerns which warrant the reevaluation (i.e., the student's academic performance, behavior, etc.)
- A reevaluation shall not be conducted prior to the expiration of one (1) year from the date the parent is provided written notice of the determination with respect to eligibility in the most recent evaluation or reevaluation, unless the parent and District both agree that a reevaluation prior to the expiration of one (1) year as set forth above is warranted. In such cases, the 407-1 form shall be accompanied by a signed letter from the parent(s) documenting the concerns which warrant the reevaluation (i.e., the student's academic

performance, behavior, etc.).

- If a parent provides written consent and the District agrees that a reevaluation is unnecessary, the reevaluation may be waived. If a reevaluation is waived, the date of the parent's written consent will constitute the date upon which the next three (3) year period for conducting a reevaluation will begin.
- As part of any reevaluation, the evaluation team must determine the nature and scope of the reevaluation according to a review of the existing evaluation data on the student and then identify what additional data, if any, are needed.
- If a parent or evaluation team rejects additional testing as part of the reevaluation, that determination may not be overridden by a request for an early evaluation.
- Unless the parent and the District agree to waive a reevaluation, all requirements for performing a reevaluation shall, as applicable, be completed within sixty (60) days of the date the parent provides consent for the assessments to be conducted as part of the reevaluation or by the expiration of the three year timeframe from completion of the prior evaluation or reevaluation, whichever occurs sooner.

G. SERVICES AT NO CHARGE

The Agency will provide the following services at a no cost/charge to the district: "conversion of any *Preschool* IEPs to Service Plans upon request by the district within thirty (30) school days; conduct any required re-evaluation or annuals of *Preschool* students in accordance with Code requirements; complete exit Service Plans when students are about to enter kindergarten within thirty (30) school days of request by the district or by June 30th whichever is sooner. The agency shall not utilize chapter 193 funds for this purpose.

H. OVERALL REQUIREMENTS

The Agency shall provide the District with written parental consent to excuse any required member of the CST, whose area of the curriculum or related services is or is not being modified or discussed, from participation in a meeting, in whole or in part, provided the parent and Agency agree that the team member need not attend the meeting.

The Agency shall utilize **REALTIME** educational software to maintain accurate and complete records for all students serviced, including, but not limited to, generating communications to parents.

Agency shall be responsible for ensuring all service plans they are providing case management for remain in compliance. Should the Agency fail to complete a reevaluation or annual review in

a timely manner, causing a service plan to fall out of compliance, the Agency shall perform said reevaluation or annual review at ***no cost*** to the District. If the failure to complete is the result of an action outside the agency's control, the agency should provide a written rationale why it was not in compliance. The District will review the rationale and make a determination regarding payment on a case by case basis.

The Agency must be willing to submit to an operational audit by an independent firm at the District's request at no cost to the Agency. An operational audit is an audit of any and all matters other than fiscal in an effort to further and/or obtain compliance and/or address the individual needs of the children served. The Agency must state in its proposal its willingness to do so by checking the box and signing the agreement in the required documents section of proposal.

Agency shall evaluate students only for those services offered by the District, including, but not limited to:

- Chapter 193 Supplementary Instruction;
- Chapter 193 Speech-Language; and
- Any other IDEA services provided by the District for students 5 to 21 years of age.

I. QUALIFICATIONS OF RESPONDENTS (Management Specs 45 points)

The Agency shall provide proof with their proposal that:

- they are approved by the New Jersey Department of Education, Offices of Special Education, to provide "CST Initial & Reevaluation" services;
- they have conducted the criminal history check of each professional according to N.J.S.A. 18A:6-7.1;
- they have experience providing similar programs, preferably in the State of New Jersey, for at least three (3) years

The Agency shall provide, with their proposal, the names, resumes and credentials of no less than three (3) learning consultants, three (3) social workers and three (3) psychologists who will be utilized to perform services under this proposal. The Board retains the absolute right of discretion as to who shall perform said services and may reject any and all name(s) provided.

The Agency must be able to provide enough case managers so that no case manager exceeds an open caseload of one hundred fifty (150) students. The contractor must state in its proposal its willingness to do so.

The Agency understands that the services provided under this proposal may not be provided by any employee or subcontractor of an outside contractor if said contractor, subcontractor or

employee will be providing such services to the nonpublic student. **The evaluation company shall not use any outside contractor to evaluate a student who is also employed by the instructional service provider of that school.**

If the Agency employs or consults with any employee or consultant of an instructional service provider, the Agency must ensure there is *no conflict of interest*.

If the Agency is awarded a contract, a complete list of all employees and consultants working within the District must be provided to the Board prior to the commencement of work. Failure to provide any of the required information will result in the proposal being considered non-responsive and the Agency will be removed from consideration of award.

J. CONTRACT PERIOD

July 1, 2017 through June 30, 2018.

K. COORDINATION OF ACTIVITIES

Ms. Malka Stein, Supervisor of STEM and Chapter 192/193

Phone: 732-364-2400 x7050

Email: mstein@lakewoodpiners.org

L. FEE SCHEDULE – PAYMENT

FY 2017-2018 Nonpublic Per Pupil Rates for Chapter 193

Initial Examination and Classification: \$1,273.12 (less 1% Administrative Fee = \$1,260.39

Re-evaluations Examination and Classification: \$1,273.12 (less 1% Administrative Fee =
\$1,260.39

Annual Examination and Classification: \$364.80 (less 1% Administrative Fee = \$361.15

The Board agrees to pay the Agency the FY 2017-2018 Nonpublic Per Pupil Rates, *less one percent (1%)*, which will be retained by the Board to implement administrative services, pursuant to N.J.S.A. 18A:46A-8.

All services provided by the Agency under this proposal shall be completed at a cost not to exceed the amount of State aid funds received by the Board.

M. INVOICING

1. Invoices shall be deemed complete and accurate upon submission by the Agency. Submissions shall include:

a. A numbered spreadsheet which:

i. Separates students based on event type, i.e. Annual Reviews are separate

from Initials Evaluation and Reevaluation; and

- ii. Columns to include, **REALTIME ID**, Last Name, First Name, DOB and Event Type
- b. An original invoice from the Agency
- c. A signed Board of Education voucher
- d. Electronic version of spreadsheet and invoice
- e. Service plans (originals)
 - i. Initial Evaluation - full service plan
 - ii. Annuals and Reevaluations - frequency and summary pages, plus any additional documentation deemed necessary.
- 2. Invoices are due into the Supervisor of Chapter 192/193 no later than the last day of the month following the prior month of service, i.e. invoice for the month of July is due in by August 31st.
- 3. All CST evaluations must be complete by June 30th of the current school year to bill in the current year. If the evaluation is not complete by June 30th, the entire evaluation is billed in the new school year. A new 407-1 form for the following year must be submitted.
- 4. CST evaluations must be **complete and dated with the evaluator's name to receive payment**. Partial evaluations will not be reimbursed.
- 5. The Board must receive an original 407-1 form before making payment for any services provided by the Agency.

N. FINANCIAL DISCLOSURE OF RESPONDENT

The respondent shall provide a financial disclosure narrative that the firm has sufficient financial resources to meet its obligation. The most recent supporting financial statements including but not limited to income statements, cash flow statements and balance sheet with notes to said statements and balance sheet, and audits of financial statements, if such audits exist, are to be submitted with the proposal. The financial statements should be attested to by an outside auditor. If an attestation by an outside auditor does not exist, then they should be attested to for accuracy by an owner or officer of the company.

The respondent is to list any judgements within the last three (3) years and/or a list of bankruptcy or organization proceedings within the last ten (10) years.

O. CONTRACT EXPENSES

Respondents are to note the following as it pertains to expenses related to the contract:

Expenses; Related to Contract; Incidental

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 District will not reimburse any vendor for any incidental expenses related to the contract.

Expenses Not Related to the Contract; District Procedures

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 unless so approved in writing by the District or the District may procure the services requested through a competitive process.

Extraordinary Expenses

Extraordinary expenses to be incurred by the respondent in the performance of his/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.

P. PRESENTATION PACKAGE - EVALUATIVE CRITERIA:

Evaluation Process: Methodology Of Awarding Contract

A committee has been selected to assist the School Business Administrator in the evaluation of 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 and also in the award of contract resolution.

Presentations and Interviews

The Board of Education may at its option, require respondents of its choice to attend interviews and make presentations to district officials as to clarification regarding their submission. 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)**

Award of Contract - Report/Recommendation of School Business Administrator; Multiple Awards

The School Business Administrator shall evaluate all proposals received. After the proposals have been evaluated, the School Business Administrator shall prepare a report, evaluating and recommending the award of contract. N.J.S.A. 18A-18A-4.5 (d).

It is the intention of the Board to award the contract, based upon the report and recommendation of the School Business Administrator, to the respondent whose response is the most advantageous to the board.

The Board of Education will use a one hundred (100) point system in evaluating all proposals. Any score below 75 will automatically be disqualified. District reserves the right based on vendor responses to disqualify a vendor if a vendor was unresponsive to items that will affect the integrity of the Chapter 193 Evaluation and Determination of Eligibility program regardless of score. The criteria to be evaluated are identified below:

	Category	Value Points
I.	Technical Criteria	55
II.	Management Criteria	45
III.	Cost Criteria	Not Applicable/Rates Established by NJDOE



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)).



Ms. Diane Piasentini, QPA
Purchasing Manager

To be completed, signed below and returned with proposal.

ACKNOWLEDGEMENT OF ADDENDA

Proposal Number CC 06-1718

Proposal Date: Wednesday, November 15, 2017

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 Number CC 06-1718

Proposal Date: Wednesday, November 15, 2017

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 within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

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

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

Address _____

City, State, Zip _____

To be completed, signed below and returned with proposal.

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:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

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

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

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

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

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

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

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

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

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-l 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-l 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**

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

County Name: Ocean

State: Governor, and Legislative Leadership Committees

Legislative District #s: 9, 10, & 30

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

County:

Freeholders

County Clerk

Sheriff

Surrogate

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

Barnegat Light Borough
Barnegat Township
Bay Head Borough
Beach Haven Borough
Beachwood Borough
Berkeley Township
Brick Township
Dover Township
Eagleswood Township
Harvey Cedars Borough
Island Heights Borough

Jackson Township
Lacey Township
Lakehurst Borough
Lakewood Township
Lavallette Borough
Little Egg Harbor Township
Long Beach Township
Manchester Township
Mantoloking Borough
Ocean Gate Borough
Ocean Township

Pine Beach Borough
Plumsted Township
Point Pleasant Beach Borough
Point Pleasant Borough
Seaside Heights Borough
Seaside Park Borough
Ship Bottom Borough
South Toms River Borough
Stafford Township
Surf City Borough
Tuckerton Borough

Boards of Education (Members of the Board):

Barnegat Township
Bay Head Borough
Beach Haven Borough
Berkeley Township
Brick Township
Central Regional
Eagleswood Township
Island Heights Borough
Jackson Township
Lacey Township

Lakehurst Borough
Lakewood Township
Lavallette Borough
Little Egg Harbor Township
Long Beach Island
Manchester Township
Mantoloking
Ocean Gate Borough
Ocean Township
Pinelands Regional

Plumsted Township
Point Pleasant Beach Borough
Point Pleasant Borough
Seaside Heights Borough
Seaside Park Borough
Southern Regional
Stafford Township
Toms River Regional
Tuckerton Borough

Fire Districts (Board of Fire Commissioners):

Brick Township Fire District No. 1
Brick Township Fire District No. 2
Brick Township Fire District No. 3
Dover Township Fire District No. 1
Dover Township Fire District No. 2
Jackson Township Fire District No. 1
Jackson Township Fire District No. 2

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

To be completed, signed below and returned with proposal.

CONTRACTOR/VENDOR QUESTIONNAIRE & CERTIFICATION

Proposal Number CC 06-1718

Proposal Date: Wednesday, November 15, 2017

CHAPTER 193 EVALUATION & DETERMINATION

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

To be completed, signed below and returned with proposal.

☐ **I agree to an Operational Audit at the request of the District.**

Signature of Authorized Agent: _____

Date : _____

To be completed, signed below and returned with proposal.

STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN									
Quote Number:	Bidder/Offeror:								
PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.									
<p>Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.</p> <p>PLEASE CHECK THE APPROPRIATE BOX:</p> <p>☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is <u>listed</u> on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.</p> <p>OR</p> <p>☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. <u>Failure to provide such will result in the proposal being rendered as non-responsive</u> and appropriate penalties, fines and/or sanctions will be assessed as provided by law.</p>									
PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.									
EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; padding: 5px;">Name</td><td style="width: 50%; padding: 5px;">Relationship to Bidder/Offeror</td></tr><tr><td style="padding: 5px;">Description of Activities</td><td></td></tr><tr><td style="padding: 5px;">Duration of Engagement</td><td style="padding: 5px;">Anticipated Cessation Date</td></tr><tr><td style="padding: 5px;">Bidder/Offeror Contact Name</td><td style="padding: 5px;">Contact Phone Number</td></tr></table>		Name	Relationship to Bidder/Offeror	Description of Activities		Duration of Engagement	Anticipated Cessation Date	Bidder/Offeror Contact Name	Contact Phone Number
Name	Relationship to Bidder/Offeror								
Description of Activities									
Duration of Engagement	Anticipated Cessation Date								
Bidder/Offeror Contact Name	Contact Phone Number								
ADD AN ADDITIONAL ACTIVITIES ENTRY									
<p>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; that the State of New Jersey 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 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, 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 State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.</p>									
Full Name (Print):	Signature:								
Title:	Date:								
Do Not Enter PIN as a Signature									

To be completed, signed below and returned with proposal.

NON-COLLUSION AFFIDAVIT

CHAPTER 193 EVALUATION & DETERMINATION

Proposal Number CC 06-1718

Proposal Date: Wednesday, November 15, 2017

STATE OF _____)
COUNTY OF _____) ss:

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
CHAPTER 193 EVALUATION & DETERMINATION

Proposal Number CC 06-1718

Proposal Date: Wednesday, November 15, 2017

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.

APPENDIX A
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.

APPENDIX A

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.

Appendix B

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 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B (ITEM 1). For instructions on completing the form, go to:

SECTION A - COMPANY IDENTIFICATION

1. FED. 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 ☐ MULTIPLE ESTABLISHMENT EMPLOYER		
8. IF MULTIPLE 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	ISSUE 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 in 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) on Lines 1, 2, & 3. **DO NOT SUBMIT ANY EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2, 3, 4)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	INDIAN	ASIAN	AM. IN.	BLACK	HISPANIC	INDIAN	ASIAN	AM. IN.
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous Report (if any)													
Temporary & Part Time Employees													

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

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)	14. IS THIS THE FIRST employee Information Report Submitted?	13. IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR
15. DATE(S) OF PAYROLL PERIOD USED From To	YES ☐ NO ☐	

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) & EXTENSION

Sample AA302

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

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

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

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

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

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

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

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

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

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

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

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

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

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

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY 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

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.

Ms. Diane Piasentini, QPA
Purchasing Manager

**SUPPLEMENT
TO
REQUEST FOR PROPOSAL**

FORM OF CONTRACT AGREEMENT

ACKNOWLEDGEMENT

Form of Contract Agreement Acknowledgement

To All Potential Respondents: CHAPTER 193 EVALUATION & DETERMINATION 2017-2018

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. All specifications of the RFP/Competitive Contract are a part of this contract and shall be adhered to accordingly. If there is any discrepancy between the RFP/Competitive Contract specifications and the awarded contract the specification that is most advantageous to the District shall be followed.

AGREEMENT

CHAPTER 193 EVALUATION & DETERMINATION 2017-2018

This Agreement is made the _____ day of _____ 2017 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 **CHAPTER 193 EVALUATION & DETERMINATION 2017-2018** services described in detail below; and

WHEREAS, the Board advertised for proposals for **CHAPTER 193 EVALUATION & DETERMINATION 2017-2018** services; and

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 _____, 2017, 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:

1. Scope and Nature of Services

The Contractor agrees to provide services to the Board for Nonpublic School Services Chapter 193 Evaluation & Determination of Eligibility, (hereinafter the "Services"). Upon written request from the Board's Coordinator of Nonpublic School Services, the Contractor shall provide Examination and Classification, including Initial Evaluation, Reevaluation, and Annual Reviews for all eligible children enrolled in nonpublic schools in the School District, Contractor shall

create Service Plans, (SP"), for each eligible student based upon individual assessment with additional documentation and input provided by the third party contractor proving educational services to the respective student, as applicable, in accordance with and described by the Program Requirements, attached hereto as Exhibit A, The Board's Resolution dated _____, 2017, attached hereto as Exhibit B (hereinafter the "Services"), and the specifications for the Services issued by the Board Proposal CC 06-1718. Speech evaluation services shall be part of, and included in, all such evaluations covered herein, as necessary, at no extra charge. The schools in which Contractor shall provide all services are set forth in Exhibit C, attached hereto.

2. Term

The Board engages the services of the Contractor and the Contractor agrees to provide all services as noted above for the period commencing July 1, 2017 and ending June 30, 2018, unless otherwise terminated. Thereafter, this Agreement is subject to up to Two (2) one-year extensions or One (1) two (2) year extension, at the District's option subject to the conditions set forth herein.

3. Compensation

- A. The Board shall pay the Contractor for the actual Services provided at the per pupil payment rates established for the 2017-2018 school year by the State of New Jersey Department of Education for each case, less an amount equal to one percent (1%) representing an administrative fee which shall be retained by the District. Contractor shall only be entitled to be paid for Services actually rendered consistent with the Federal and State rules, regulations and authorized regulatory guidance applicable to the provision of the Services.

2017-2018 PerPupil Rates for Chapter 193 Evaluations

<i>i. Initial Assessments</i>	<i>\$1273.12 (less 1% Administrative Fee = \$1,260.39)</i>
<i>ii. Re-evaluations</i>	<i>\$1273.12 (less 1% Administrative Fee = \$1,260.39)</i>
<i>iii. Annual Reviews</i>	<i>\$364.80 (less 1% Administrative Fee = \$361.15)</i>

- B. The Contractor shall only be paid for actual services rendered in accordance with this Agreement. Contractor shall not be entitled to compensation unless the Contractor actually provides the Services, e.g., the Contractor shall not be entitled to compensation if the Contractor is scheduled to provide the Services and the Services are not provided as a result of the action or inaction of the Contractor, its officers, agents, employees and subcontractors. Also the Contractor shall not charge the District for "no shows".

- C. The Contractor shall submit duly verified invoices along with a Monthly Expenditure Report to the Board on a monthly basis. The monthly invoice must include the number of students evaluated/re-evaluated, Service Plans prepared, and the school attended by the student and other documentation as requested by the Board to-ensure compliance with the Services as stated in the Technical Specifications of the RFP. Invoices providing the required documentation shall be presented to the Board of Education following audit and inspection by the District's authorized representative pursuant to N.J.S.A. 18A:19-1 et seq., and proper execution by the Contractor of school vouchers and other documents which may be required for the proper fiscal management of the Services consistent with Federal and State law. The Board shall, in no instance, pay interest, penalty or late fees.

D. The Board will endeavor to release payment to the Contractor in the month succeeding that in which the monthly, verified invoice is submitted and approved by the Administration, so long as the required documentation, including invoice, voucher and any requested supporting documents, have been provided to the District's Business Office by the 15th of the month succeeding that in which the Services were performed. Notwithstanding, and in addition to, any payment requirements set forth herein, final bills for Services rendered under this Agreement shall be submitted by August 1st of the fiscal school year succeeding the expiration of this Agreement for any Services performed in the month or months prior, to allow the District to review the payment request and release payment after a final accounting of Services and funds has been completed.

E. In the event the Board reasonably requests additional information in order to confirm an amount claimed on the Monthly Invoice, Contractor agrees to provide same within five (5) working days of the request, or as soon thereafter as is possible. The Board/Administration will provide Contractor with written correspondence explaining its reason for disputing a particular payment amount.

F. While the parties acknowledge and agree that all Services are to be provided by the Contractor, in the event Contractor is unable to adhere to the schedule of Services to be provided, Contractor shall provide immediate notice to the Business Administrator. In such a situation, The Board reserves all rights hereunder.

4. Budget

A. This Agreement is subject to the costs outlined in the "Budget" which will be attached to the contract at the time the allocation is received from the State of New Jersey Department of Education. The "Budget" outlines costs per student for the Services. All Services provided must be within the allowable costs permitted by the Federal and State for the provision of Services to students enrolled in nonpublic schools.

B. Contractor shall provide Board with Monthly Expenditure Reports providing all actual, approvable, reasonable and allowable expenditures with supporting documentation with receipts available for inspection at any time by the Board.

5. Availability of Funds

The parties recognize that payments by the District to the Contractor under this Agreement are expressly dependent upon, and subject to the availability to the District of State and/or Federal funds. The Contractor 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.

6. Termination

The Services herein may be terminated upon five (5) days written notice by the Board or the Contractor to the other party. The Board's right to terminate this Agreement shall be without prejudice to, and with full reservation of, all other rights and remedies of the Board pursuant to this Agreement or as may exist at law or in equity, including, but not limited to specific performance.

7. Licensure

The Services shall be provided only by individuals holding the appropriate licensure to undertake the Services. The Contractor shall provide the Board with copies of documentation confirming that Contractor and anyone providing the Services on behalf of the Contractor 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.

8. Secular Program

The Services shall comply with all federal and State laws and regulations regarding the secular nature of the programs receiving public funding. It is understood that a violation of this provision shall be deemed a breach of this Agreement and shall be the basis for termination.

9. Program Performance

A. Contractor shall perform all of the services consistent with the specifications of the district's request for proposal and applicable State and Federal laws.

B. Contractor 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 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'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.

C. 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's response to same, both of which shall be considered by the parties to be attached to this Agreement as Exhibit F.

10. Criminal History Background Check

Contractor 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 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 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 and/or its employees.

11. Compliance with Laws

The Contractor shall comply with, and require that anyone providing the Services on behalf of the Contractor 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 and anyone providing the Services on behalf of the Contractor 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. 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 agrees to refund to the Board any amounts paid to the Contractor for such non-compliant Services.

12. Confidentiality

In providing Services to the Board, Contractor acknowledges and agrees that it may acquire information that is confidential or proprietary in nature. Contractor agrees that it will not publish, disclose or use pupil records without prior written consent of the District or as otherwise provided by law to anyone other than its employees or agents who must have access to such Confidential Information to perform its obligations hereunder, which employees or agents are subject to strict confidentiality obligations in strict accordance with N.J.A.C. 6A:32-7.1, *et seq.*, and the Federal Family Education Rights and Privacy Act.

13. Independent Contractor/Assignment

- A. The parties agree that the Contractor and anyone providing the Services on behalf of the Contractor is an independent Contractor 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 and anyone providing the Services on behalf of the Contractor shall at all times remain in an independent Contractor 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 or any employees of the Contractor. Contractor 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's services, or the services of its employees, do not qualify it or its employees as independent contractors, Contractor 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 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.

14. Limitation on Liability/Indemnification

- A. The Contractor 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 arising out of or relating to the terms of this Agreement by the Contractor or anyone performing the Services on behalf of the Contractor; (b) any breach of this Agreement or a breach of the implied covenant of good faith and fair dealing, by the Contractor or anyone performing the Services on behalf of the Contractor; and (c) the Contractor's violation of, or failure to comply with any law, statute, regulation and/or code applicable to Contractor's Services.
- B. 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.

15. Insurance Requirements

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

- ii. (\$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 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 Lakewood Board of Education as an additional insured under any policies required to be provided pursuant to this section.

16. Default

In the event the Contractor fails to provide any of the Services or fulfill any of its responsibilities required under this Agreement, the Contractor 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.

17. Notices

For the Board: Lakewood Board of Education
200 Ramsey Avenue
Lakewood, New Jersey 08701
Attention: Purchasing Manager

With a copy to: Ms. Malka Stein, Supervisor

Board Attorney: Mr. Michael Inzelbuch, Esq.

For the-Contractor: _____

18. Dispute Resolution

Any and all claims, disputes or other matters in question between the Board and Contractor 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 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. 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 agrees that the Contractor 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, or among the Board, Contractor and others as to which the Board is not bound to the arbitration of disputes, shall be subject to the provisions of this Section.

19. Non-Collusion

Contractor has not, directly or indirectly, entered into any agreement or participated in any collusion in connection with the Agreement in violation of New Jersey State law, and warrants that no person 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 or bona fide established commercial or selling agencies maintained by Contractor.

20. Business Registration

Contractor shall remit a copy of its Business Registration Certificate to the Board concurrent with its execution of this Agreement.

21. Pay-to-Play

The Contractor shall comply with the provisions of the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. and shall submit the required Disclosure forms to the Board prior to the execution of this Agreement within the time required, by law.

22. Records Maintenance and Retention

The Contractor and anyone providing the Services on behalf of the Contractor shall retain any and all records in accordance with the applicable School District Retention Schedule promulgated by the New Jersey Division of Archives and Records Management. Any and all records, progress reports, notes and other documents related to the provision of the Services shall be immediately provided to the Board upon request.

23. Audit and Inspection

The Contractor shall maintain all records pertaining to the Services under this Agreement in accordance with the then applicable New Jersey State Records Retention Schedule and agrees that the Board and federal and state authorities and their respective auditors shall have the right to examine all books, records and documents pertaining to the Services and charges provided under this Agreement and shall provide copies of all requested documents upon request.

24. Sales and Use Tax

The Contractor shall collect and remit to the New Jersey Director of the Division of Taxation in the Department of Treasury, the use tax due; pursuant to the "Sales and Use Tax Act," P.L. 1966, C. 30 (C.54:32:B-1 et seq.) on all of their sales of tangible personal property delivered into the State of New Jersey, regardless of whether the tangible personal property is intended for a contract with a contracting agency. This tax shall be remitted for the term of the Agreement.

25. Use Law Against Discrimination (LAD)

The Parties to this Agreement do hereby agree that the-provisions of N.J.S.A. 10:2-1 through

N.J.S.A. 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them. Pursuant to the provisions of N.J.S.A, 10:2-1 through 10:2-4, during the performance of this Agreement, the Provider agrees as follows:

- 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.).

All complaints of violation of the above shall be made to the Attorney General or his representative within the Department of Law and Public Safety authorized by him to act in the matter, within one hundred eighty (180) days after the date the alleged violation occurred.

26. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees to comply with the terms of the Mandatory Equal Employment Opportunity Language annexed hereto as Exhibit E and incorporated as if set forth herein.

27. 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. In the event Contractor is unable to perform Services as a result of a Force Majeure, Contractor shall endeavor to provide make-up days at the affected school locations at the rates set forth in Section 3, provided that the parties mutually agree, in writing that such make-up days are necessary for the proper provision of Services to students as set forth herein. If the Force Majeure event continues beyond fifteen (15) days, either party may cancel this Agreement immediately upon written notice to the other party so long as the event is continuing as of the date of cancellation.

28. Entire Agreement

This Agreement incorporates the parties' entire agreement and complete understanding concerning the terms and conditions of the Contractor'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.

29. Legal Counsel

The Contractor acknowledges that he has been informed of his right to be represented by legal counsel and this will bear no consequence regarding the negotiation, development, and approval of this Contract and that the Board's legal counsel does not represent the Contractor in this matter. The Contractor acknowledges that the specifications and terms of the RFP/CC and the supplemental Contract shall be adhered to without negotiation.

30. Subcontracting and Assignment

The Contractor shall not subcontract and/or assign Services to be provided pursuant to this Agreement without prior written approval from the District.

In the event that such approval is given by the District, all subcontracts entered into by the Provider shall include a provision whereby the Subcontractor acknowledges its obligation to make all pertinent records available to the School District, the Department of Education, and any federal agency whose funds are expended in the course of this Agreement, as necessary, and that the Subcontractor agrees to abide by the terms of this Agreement to the extent practicable.

31. Amendment

The Contractor agrees to amend this Agreement as may be necessary or required by the Board in order to comply with any applicable law, as may be necessary. In all other cases, the Agreement shall not be amended except via written instrument signed by both parties after Board ratification.

32. Governing Law

This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.

33. Compliance with School Ethics Act

Contractor 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.

34. Incorporation of Proposal Specifications

The contract requirements and Contractor'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.

35. Facilities

In accordance with the Proposal Specifications and Contractor's response thereto, it is the Contractor's responsibility to ensure that appropriate space is available for the provision of the Services. No additional compensation will be provided to Contractor for such space.

36. 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:

Date

Witness

For the Board:

Board President

Date

Witness