Lakewood Township Public School District
200 Ramsey Avenue
Lakewood, New Jersey 08701

Bid Specifications
&
General Requirements
For

Public SCHOOLS SECURITY GUARDS

Bid No: 01-1718

TUESDAY, JUNE 27, 2017

Bid Opening Date

11:00 a.m.

Bid Opening Time

Regina Robinson
Interim School Business Administrator

LAKEWOOD TOWNSHIP Public SCHOOL DISTRICT
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

REQUEST FOR BIDS

Bid Advertisement

The Board of Education of the Township of Lakewood, New Jersey, hereby advertises for competitive bids in accordance with N.J.S.A. 18A:18A-21(a) (b).

Bid No 01-1718 **Public SCHOOLS SECURITY GUARDS**

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

Regina Robinson
Interim School Business Administrator
Lakewood Township Public School District
200 Ramsey Avenue
Lakewood, New Jersey 08701
Fax: 732-905-3687
E-mail: dpiasentini@lakewoodpiners.org

Bids must be sealed and delivered to the Office of the Interim School Business Administrator of Lakewood Township Public School District ***on or before*** date and time indicated below. The envelope to bear the following information:

Title: **Public SCHOOLS SECURITY GUARDS**
Bid No.: **01-1718**
Name and Address of the Bidder
Date: **Tuesday, June 27, 2017**
Time: **11:00 a.m.**

The bid opening process will begin on the above advertised date and time in the Conference Room of the Administration Building located at 200 Ramsey Avenue, Lakewood, New Jersey. Bids may also be submitted to the Interim Interim School Business Administrator or his designee at the bid opening meeting, prior to the advertised date and time. On the advertised date and time, the Interim School Business Administrator shall publicly receive and open all bids. **No bids 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 bids.

All bidders 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 bid shall be accompanied by a bid bond, cashier's check or certified check made payable to the Lakewood Township Public School District Board of Education, for ten percent (10%) of the amount of the total bid, however, not to exceed $20,000.

Bidders are required by law (Chapter 33, Laws of 1977) to submit a list of names and addresses of all stockholders, partners, or members owning 10% or more of the stock of a corporation, the partnership interest in a partnership or the membership interest in a limited liability company, as the case may be.

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

The Board of Education reserves the right to reject any or all bids 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.

Regina Robinson
Interim School Business Administrator

LAKEWOOD Public SCHOOLS
BUSINESS OFFICE
200 RAMSEY AVENUE
LAKEWOOD, NEW JERSEY 08701

TO: All Vendors

UNAUTHORIZED ORDERS

Official Notification

Authorized Purchases

The Lakewood Public Schools only recognizes purchases made through the approved purchase order process. All purchases require a:

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

Unauthorized Purchases

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

Vendors' Responsibility

- **Do NOT Honor Requests!**

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

- **Contact the Business Office!**

  Please alert Mrs. Diane Piasentini, Assistant Purchasing Agent, at 732-364-2400 X7019 if any Board employee attempts to place an order without an authorized purchase order.

- **You will NOT Get Paid!**

  The Lakewood Public Schools will not be held responsible for any unauthorized orders or purchases.

Authorized Signatures

The Lakewood Public Schools will only recognize purchase orders signed by:

Regina Robinson
Interim School Business Administrator

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 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 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 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, 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.

Regina Robinson
Interim School Business Administrator

LAKEWOOD TOWNSHIP Public SCHOOL DISTRICT
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

ADVISORY INFORMATION FOR BIDDERS

1. PROMPTNESS OF BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is presented in a sealed envelope to the Office of the Interim School Business Administrator, prior to the advertised bid date and time. The advertised bid date and time for this bid is on **Tuesday, June 27, 2017 @ 11:00A.M.** No bids shall be received after the time designated in the bid advertisement. 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 8:00 am – 3:00 pm during the summer. Access to the Business Office may be delayed because of security clearance into the Administration Building. Bidders may also submit bids to the Interim School Business Administrator at the bid opening meeting held in the Board of Education Meeting Room, **prior to** the advertised bid opening date and time. Once again, bids will not be received after the time designated in the advertisement.

2. PARKING

Parking in the vicinity of the Lakewood Public Schools Administration Building is at a premium. ***Allow enough time to locate a parking space***. **Heavy traffic hours** by the Board Offices on school days are from 7:00 a.m. to 8:30 a.m., and between 1:40 p.m. and 3:10 p.m., since the High School is adjacent to the Board Office location. Adjacent streets are also **blocked off** during student arrivals and dismissals. Also be aware of parking signs as you may receive a parking ticket or have your vehicle towed.

3. MAIL

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

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

Deliveries of this type usually begin at 11:00 a.m. 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 bids to the Business Office because of security clearance at the Administration Building.

5. HAND DELIVER BIDS – SUGGESTED PRACTICE

Keeping the aforementioned items in mind, the Board suggests that bidders arrange to hand deliver their bid to the Office of the Interim School Business Administrator, before the advertised date and time. **Please understand that bids arriving after the advertised bid date and time for any reason, cannot be accepted, opened or considered.**

LAKEWOOD TOWNSHIP Public SCHOOL DISTRICT

BID FORM ATTACHMENT CHECKLIST

Public SCHOOLS SECURITY GUARDS

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

1. Bidder's Proposal (Proposal Form Attached) ---------- ☐
2. Affirmative Action Questionnaire or Certificate of Employee Information Report stapled to Questionnaire ---------- ☐
3. Bid Guarantee (Bid Bond, Cashier's Check, or Certified Check) ---------- ☐
4. Acknowledgement of Addenda ---------- ☐
5. Non-Collusion Affidavit ---------- ☐
6. Business Registration Certificate – New Jersey ---------- ☐
7. Political Contribution Disclosure Form ---------- ☐
8. Contractor/Vendor Questionnaire / Certification ---------- ☐
9. Iran - Disclosure of Investment Activities ---------- ☐
10. Affidavit Regarding List of Debarred, Suspended and Disqualified Bidders ---------- ☐
11. Ownership Disclosure Certificate ---------- ☐

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

B. ***Reminder Checklist***

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

Item	Yes	No
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 bid package for your records?		
6. Did you submit a Bid 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 bid to reach the Business Office?		

LAKEWOOD TOWNSHIP Public SCHOOL DISTRICT
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

GENERAL SPECIFICATIONS

Public SCHOOLS SECURITY GUARDS

Bid No: 01-1718

TUESDAY, JUNE 27, 2017 @ 11:00A.M.

Regina Robinson
Interim School Business Administrator

LAKEWOOD TOWNSHIP Public SCHOOL DISTRICT

Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

Public SCHOOLS SECURITY GUARDS

INSTRUCTIONS TO BIDDERS

1. **BIDS ARE TO BE SUBMITTED TO:**

Regina Robinson
Interim School Business Administrator
Lakewood Township Public School District
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

BY: **11:00 a.m.** PREVAILING TIME ON: **Tuesday, June 27, 2017 @ 11:00A.M.**

by mail, delivery service or in person. Bids that are submitted are to be sealed and will be unsealed and announced at the bid opening meeting.

2. Bids must be placed in a *sealed* envelope/package marked as shown below on the front of the envelope/package. Bidders should also keep a complete copy of the bid packet, exactly as submitted.

ENVELOPE LABEL INFORMATION:

District:	**LAKEWOOD TOWNSHIP Public SCHOOL DISTRICT**
Bid Number:	**01-1718**
Project:	**Public SCHOOLS SECURITY GUARDS**
Bid Date:	**Tuesday, June 27, 2017**
Bid Time:	**11:00 A.M.**
Bidder:	*Name of Company*
	Address
	City, State Zip

3. **The Board of Education does not accept electronic (e-mail) submission of bids. Failure to properly label the bid envelope may lead to the rejection of the bid.**

4. BID OPENING MEETING

All bids will be Publicly received and unsealed by the Interim School Business Administrator opened in the Conference Room of the Administration Building located at 200 Ramsey Avenue, Lakewood, New Jersey 08701 and read beginning at **11:00 A.M. on Tuesday, June 27, 2017.** Bidders and/or their authorized agents, and the general Public are invited to be present at the bid opening. It is the responsibility of each bidder to ensure that their bid is complete and presented to the Interim School Business Administrator prior to the advertised bid date and time. No bids shall be received or accepted by the Board of Education after the advertised bid date and time. (N.J.S.A. 18A:18A:21(b))

5. AFFIRMATIVE ACTION REQUIREMENTS

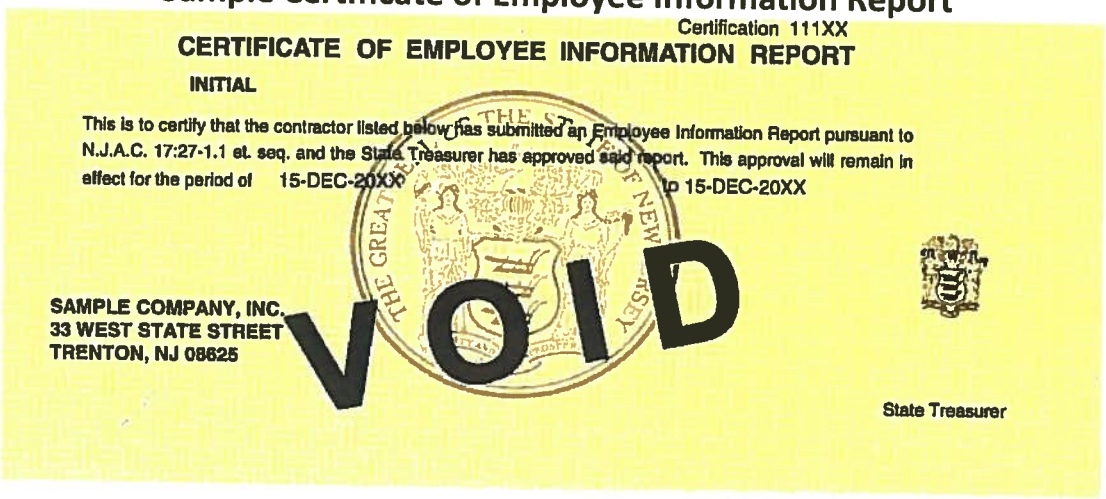
Each company shall submit to the Lakewood Township Public School District, after notification of award, but prior to execution of a goods and services contract, **one** of the following three documents:

- 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



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.

6. ALTERNATIVE DISPUTE RESOLUTION PROCESS

All disputes relating to the performance of the contract shall be submitted first to non-binding mediation by a single mediator. The mediation shall be held at the Board of Education offices before a single mediator who is mutually acceptable to the parties. The parties shall share the mediator's fees equally. If the dispute is submitted for mediation, the neutral party must demonstrate knowledge of the Pubic School Contracts Law. The arbitration of claims is expressly excluded under this contract. This alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation process, or to the formation of contracts. Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.

7. AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121 01 et seq.

8. 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 Interim School Business Administrator.

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

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

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

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

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

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

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

10. BID GUARANTEE AND BONDING REQUIREMENTS (N.J.S.A. 18A:18A-24)

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.

A. **Bid Guarantee** ☒ REQUIRED ☐ NOT REQUIRED

When required, each bid shall be accompanied by a bid bond, cashiers or certified check for ten per cent (10%) of the amount of the total contract, but not in excess of $20,000. This guarantee shall be made payable to the Lakewood Township Public School District. Such deposit shall be forfeited upon

refusal of a bidder to execute a contract; otherwise, checks shall be returned when the contract is executed and the performance bond (if required) is filed with the Board of Education.

The bid security check for unsuccessful bidders, if requested, will be returned as soon after the bid opening as possible but in no event later than (10) days after the bid opening.

Please note: 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 bid. 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 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.

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 (Approved Surety Companies) may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey 08625.

The board ***will not*** accept a bid with multiple bid numbers listed on the bid bond.

Failure to submit or sign a bid guarantee when required shall be cause for disqualification and rejection of bid.

B. **Certificate (Consent) of Surety** ☒ REQUIRED ☐ NOT REQUIRED

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

C. **Performance Bond** ☒ REQUIRED ☐ NOT REQUIRED

When required, the successful bidder shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such written guarantee shall be made payable to the Lakewood Township Public School District and 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 Board 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 Board 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 Board 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 Board.

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.

The Contractor shall execute a 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 contractor within ten (10) days after the receipt by the contractor of notice accepting his bid 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.

11. BID PRICES

In the event of discrepancy between the unit price and the extension, the unit price will govern. The Board assumes no responsibility to recalculate totals if award is made on the basis of totals.

12. BID PROPOSAL FORM

All bids are to be written in by typewriter or **BLUE INK** in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection. Bidders are urged fill out and complete all entries with care.

The Bid Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the Bid Proposal Form. ***Failure to sign the Bid Proposal Form may be cause to disqualify the entire bid***. If the Bid Proposal Form contains more than one sheet, then bidders are requested to affix the company name and address on each intervening sheet between the front sheet and the signature sheet which already bear the company information.

The Board of Education will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Bidders are not to make any changes on the Bid Proposal Form, or qualify their bid with conditions differing from those defined in the bid specification documents. If bidders do make changes on the Bid Proposal Form, except as noted above for initialed clerical mistakes, it shall be cause to disqualify that particular bid as non-responsive N.J.S.A. 18A:18A-2(y).

Bidders are to submit one bid price per item. The Board will not accept multiple bids on an individual basis, nor will the Board accept a "bottom line" or "all or none" bid subject to the bidder receiving the entire contract.

13. BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is presented to the Office of the Interim School Business Administrator and officially received before the advertised date and time of the bid. 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 bid not properly labeled and sealed.

14. 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 bidder desires to bid an equivalent item the bidder shall do the following:

a. On the Bid Proposal Form, write in **BLUE INK** next to the item requested, the bidder's substitute item, including brand name, model number and full description of item. This is the only change to the Bid 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 bid 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 bid.**

e. It is the responsibility of the bidder to demonstrate equivalency of items offered.

Please note: Bidders are to only bid brand name or equivalent. The Board will not accept multiple bids on individual items.

15. 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 provide the New Jersey Business Registration Certification prior to the award of contract, will be cause for the rejection of the entire bid or proposal.

Goods, Services and Construction Contracts

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

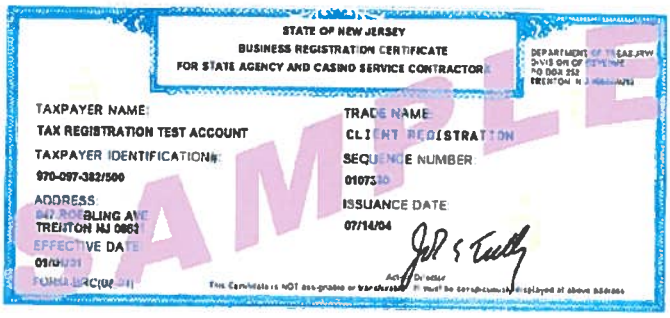
A contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized. At the sole option of the contracting agency, the requirement that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

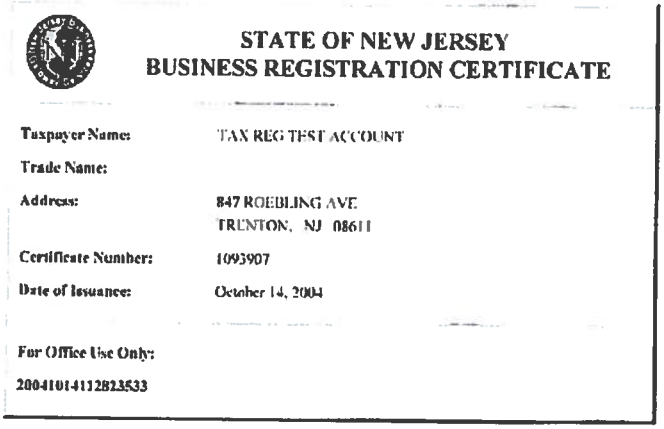
A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to any contractor who shall provide it to the contracting agency pursuant to the provisions of subsection b. of this section. No contract with a subcontractor 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 →





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 be cause for the rejection of the proposal.

16. CHALLENGES TO BID SPECIFICATIONS (N.J.S.A. 18A:18A-15)

Any prospective bidder who wishes to challenge a bid specification shall file such challenge in writing with the Interim School Business Administrator no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the Board of Education or the award of a contract.

17. COMPLIANCE WITH ALL LAWS -- *Where applicable*

Special attention is called to requirements for Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment and Assignment of Contract.

The provisions of the New Jersey School Law shall bind all parties and interests to the Contract. Contractor shall comply with all Federal and State Laws, and all rules and regulations of health, Public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Contractor.

Contractor shall keep himself informed of all existing and future State and Federal Laws in any manner affecting those engaged or employed in the work, and shall protect and indemnify the Owner, its officers, members and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.

18. 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.

19. CONTRACTS

A. Award of Contract, Rejection of Bid(s)

The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Board of Education. The Board of Education reserves the right to reject any or all bids 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 and to take such alternates that the Board feels are in the best interests of the Board. The Board may at its option accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids. Pursuant to N.J.S.A. 18A:18A-36 the Board of Education shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

The term of the contract will be from August 1, 2017 through June 30, 2018 with a possibility of extending the contract for one additional year through June 30, 2019 dependent on the school needs and the decision of the Lakewood Board of Education.

B. Equal Prices

Pursuant to N.J.S.A. 18A:18A-37(d) when two or more bidders submit equal prices and the prices are the lowest responsible bids, the Board may award the contract to the vendor whose response, at the discretion of the Board, is the most advantageous, price and other factors considered.

C. Return of Contracts and Related Contract Documents--*When required*

Upon notification of award of contract by the Board of Education, the contractor shall sign and execute a formal contract agreement between the Board of Education and the contractor, ***when required***.

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 Interim School Business Administrator.

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

D. Renewal of Contract; Services

The Board of Education may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The Interim School Business Administrator may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board of Education. All multi-year contracts and 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 contractor, 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. Service costs that exceed the Public Allocations are not the responsibility of the School District.

F. Purchase Order Required; Notice to Proceed

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

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

21. DELETION OF BIDDERS FROM BIDDERS LIST

The Board of Education will delete the name of vendors from the Board's list of bidders if on three (3) occasions the vendor did not respond to a request for bids. A letter from the vendors stating "no bid" will not be considered as a "no response to bid."

22. DOCUMENTS, MISSING/ILLEGIBLE

The bidder shall familiarize himself with all forms* provided by the Board that are to be returned with the bid. If there are any forms either missing or illegible, it is the responsibility of the bidder to contact the Assistant Purchasing Agent at 732-364-2400 x7019 for duplicate copies of the forms. This must be done before the bid date and time. The Board accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with his bid.

23. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents submitted with this bid shall be signed with an original signature in **BLUE INK**. Failure to sign and return all required documents with the bid package may be cause for disqualification and for the bid 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 the bid are as follows:

- Bidder's Proposal Form
- Affirmative Action Questionnaire
- Bid Guarantee
- Acknowledgement of Addenda
- Non-Collusion Affidavit
- Business Registration Certificate – New Jersey
- Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire / Certification
- Disclosure of Investment Activities in Iran
- Affidavit Regarding List of Debarred, Suspended and Disqualified Bidders
- Ownership Disclosure

*Please check your bid package for these forms!

24. ESTIMATED QUANTITIES

It is the intention of the Board of Education to order the quantities of items listed on the Bid Proposal Form. Bidders are notified that the aforementioned quantities are estimated quantities that the Board intends to purchase and are not to be relied upon as the actual quantity to be purchased. There may be some deviation to the number of items actually ordered because of budgeting and financial constraints of the school district.

25. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The bidder, by submitting a proposal, acknowledges that he has carefully examined the bid 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 bidder submitting a bid for a service contract shall include in his bid 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 bid specifications and documents.

26. 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.

27. 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.

28. INSURANCE AND INDEMNIFICATION ☒ REQUIRED ☐ NOT REQUIRED

The bidder to whom the contract is awarded for any service work or construction work, and when required by the Board of Education, 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
	$ 100,000 Pollution Cleanup
	$ 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 Township Public School District
c/o Interim School Business Administrator
200 Ramsey Avenue
Lakewood, New Jersey 08701

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

"Lakewood Township Public School District is named as an additional insured" and the Public School at which services are performed should also be added 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, attorneys 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 and the performance by contractor of services under the contract or by a party for whom the contractor 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.

29. INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing to the Interim School Business Administrator must be received at least ten (10) days, not including Saturdays, Sundays and holidays, prior to the date fixed for the opening of bids 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 bidders by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract document.

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

The Lakewood Township Public School District, 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.

31. LIABILITY – COPYRIGHT

The contractor 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.

32. 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 Township Public School District 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.

33. 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 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.

34. 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 purchase order number from the board of education.
- 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.

35. POLITICAL CONTRIBUTIONS DISCLOSURE – PAY TO PLAY

Annual Disclosure

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

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 Township Public School District 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.

36. PRODUCT GUARANTEE; NO SUBSTITUTIONS

The contractor shall guarantee that all goods and materials supplied shall be new, unused and meet the specifications as noted in this bid. The Board of Education will not accept substituted items that deviate from the items listed on the purchase order.

37. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form

The Board of Education may make such investigations as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Questionnaire Certification Form and return same with the bid and shall furnish all information to the Board, as the Board may require, to determine the contractor's ability to perform the duties and obligations as outlined in these specifications.

38. 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
Right to Know Program
CN 368
Trenton, New Jersey 08625-0368

39. SAMPLES

From time to time the Interim School Business Administrator may require the submission of samples either before or at the time of the bid, at no charge to the district, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the bid documents that samples are required, full size samples must be submitted not later than the official *BID OPENING*. Failure to submit said samples may be regarded as a basis for rejecting the bid. Samples may be impounded until satisfactory completion of the contract. Otherwise, all samples must be picked up by the bidder within thirty (30) days of the award of contracts or said samples will be presumed abandoned and the Interim School Business Administrator will dispose of them as he sees fit.

40. OWNERSHIP DISCLOSURE

No corporation, partnership or limited liability company, shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or

supplies, the cost of which is to be paid with or out of any Public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company, there is submitted a statement setting forth 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 of greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership, or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is Publicly traded may submit the name and address of each Publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the Publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. **N.J.S.A. 52:25-24.2—as amended P.L. 2016 c.43**

The Lakewood Township Public School District has provided within the specifications, a two (2) page form entitled:

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

All bidders/respondents are to completed, sign and submit both pages for the form.

Failure to complete, sign and submit the Stockholders' Disclosure Form with the bid/proposal, shall be cause for the disqualification of the bid/proposal.

41. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

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

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

a. Insurance Certificate as outlined in the bid specifications;
b. Affirmative Action Evidence as outlined in the bid specifications;
c. Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

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.

43. 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. Bidders 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.

44. TERMINATION OF CONTRACT

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

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

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement. The contract may be terminated by the board for convenience without any liability or penalty to the board except that the contractor shall be paid for services that are rendered prior to the date of termination, excluding loss of profits, loss of business advantage, compensatory or consequential damages.

45. WITHDRAWAL OF BIDS

Before The Bid Opening

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

After The Bid Opening

The Board of Education may consider a written request from a bidder to withdraw a bid, if the written request is received by the Interim School Business Administrator within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored. The contractor/vendor who wishes to withdraw a bid 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 bid after the bid opening may be reviewed by the Interim School Business Administrator, the Director of Security, other interested administrators; and the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the bid withdrawn the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the contractor/vendor fails to meet the burden of proof to have the bid withdrawn the request to withdraw the bid 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 TOWNSHIP Public SCHOOL DISTRICT
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

TECHNICAL SPECIFICATIONS

Regina Robinson
Interim School Business Administrator

LAKEWOOD BOARD OF EDUCATION

BUSINESS OFFICE

PUBLIC SCHOOL SECURITY PROGRAM

Purpose of Proposal

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

Background of the School District

The Lakewood Public School District consists of three (3) preschool campuses, five (5) elementary schools, one (1) middle school and one (1) high school. There are approximately six thousand (6,000) Public school students attending these schools.

Hours of Service; Operation Times; Duty Shift

This contract is for the procurement of security officer services for all of the Public Schools of the Lakewood, NJ School District.

The hours required for each security officer is dependent on the school to which they are assigned based on the following school schedule.

Security Officers are to arrive **15 minutes before the start of their assigned school**. The Director of Security will make these assignments.

Schedules and placement of Security Specialists will be made each week by the Director of Security.

SCHOOL	ADDRESS	START TIME	END TIME
Lakewood High School	855 Somerset Ave	6:50am	1:45pm
Lakewood Middle School	755 Somerset Ave	7:05am	2:00pm
Clifton Ave School	625 Clifton Ave	8:10am	2:55pm
Ella G. Clarke School	455 Manetta Ave	8:10am	2:55pm
Oak Street School	75 Oak Street	8:10am	2:55pm
Piner Elementary School	1141 E. County Line Road	7:40am	2:25pm
Spruce Street School	90 Spruce Street	7:40am	2:25pm
LECC (Lakewood Early Childhood Center) Campus 1, 2 and 3	100 Linden Ave	7:40am	2:25pm

For contracting and bidding purposes it is recommended that all bidders provide pricing for an eight (8) hour day, Monday through Friday, according to the school calendar.

Security Officers are also required during summer months when Extended School Year and Summer School Programs are in session. These hours are currently from 7:30am to 1:30 pm.

Hours of Service; After School, Weekend and Evening Events—Overtime

There will be requests from individual schools to have security officers on duty for after school and evening events directly related to a school activity. If this is the case, the security officer will be paid an overtime hourly rate of one and one-half times the standard hourly rate for any service provided after forty (40) hours of work per week. There will also be the need for security officers to be on duty during weekends on some occasions.

Number of Security Officers; Deployment and Type of Officer

The Lakewood Board of Education requires the services of approximately eighteen (**18**) armed security officers under this contract. The number and deployment of each officer is fully described in the Technical Specifications of this bid.

A. Scope of Services

The overriding purpose of this proposal is to provide a safe and secure environment for the students and staff members of the public schools located in Lakewood,

- Conduct monthly school safety drills so as to practice procedures in response to an emergency situation including but not limited to, lockdown, active shooter, non-fire evacuation, bomb threat, etc. that is similar in duration to a fire drill.

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

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

Services should include but not be limited to the following:

Post Security Officer—School Entrance

- Visitor Control—Entrance and Egress

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

- Delivery of Goods

Monitor the delivery of goods by vendors entering into the schools

- Vendors and Contractors

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

- Parent Picking Up Child

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

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

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

- Equipment; Alarms

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

- Anti-Bullying

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

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

- Other Duties as Assigned by the Director of Security

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

Mobile Security Officer—School Hallways and School Perimeter

- Patrolling the School Hallways/Bathrooms

The mobile security officer shall patrol the school hallways and make designated "rounds" of the facility to ensure a safe and secure environment. This would include a checking of all doors of entry and egress, facility gates and locks. Also included would be hall monitoring of student traffic and behavior during the passing of classes. Logs of monitoring may be required.

- Patrolling the School Perimeter

The mobile security officer shall patrol the perimeter of the school on a fixed schedule, which would also include a patrol of all parking facilities of the school.

- Monitoring Visitors; Vendors and Contractors

The mobile security officer shall monitor from time to time, the actions and behavior of all visitors, especially vendors or contractors who may be working or providing services to the school.

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

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

- Student Transportation—Security On and Off the Bus

Many students are transported to the public school. The mobile security officer shall assist school personnel in the arrival and departure of students on a school bus.

- Anti-Bullying

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

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

- Other Duties as Assigned by the Director of Security

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

General Scope of Services—Security Officers

- Call for local law enforcement assistance when so requested by school administrator.
- Cooperate with all local police, State Police and others who have proof of identification and validity or purpose.
- Maintain visibility while on duty.
- Intercede when needed in a potentially violent or disorderly act. However, at no time should the security officer put his or her safety in jeopardy.
- Shall not resort to physical force against any person, except in self-defense.
- Security officer should not be used for school administrative or clerical work not associated with duties as outlined in the School Security and Safety Plan.

Armed Security Officers*

All Security Officers must carry a firearm in the performance of their duties. Security officers who carry firearms are considered SORA (Security Officer Registration Act) Level 2 Security Officers and they are to adhere to the following:

- **Uniform/Badge**

Security Guards must be well groomed and dressed neatly Male officers must wear a shirt and tie and female officers must wear slacks and blouse. A District issued badge must be prominently displayed.

- **Duty Holster-Level 3**

A SORA Level 2 Armed Security Officer, when carrying a firearm in the performance of his/her duties, shall secure the weapon in a Level 3 or higher security holster and keep it concealed at all times.

- **State of New Jersey Permit to Carry a Handgun**

Armed security officers shall obtain and possess in good order a State of New Jersey Permit to Carry a Handgun. Such firearm permits are not to be transferable from one armed security

officer to another. Proof of valid permit shall be made available upon request or onsite of the facility.

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

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

***Ref. N.J.S.A. 45:19A-6.1, 6.2 and New Jersey State Police Private Detective Unit FAQ—Armed Security Officer**

Procedures; Protocols and Drills

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

The security officer works under the direction of the Director of Security as it pertains to implementation of drills as listed. The security officer is to familiarize himself with the procedures and protocols as listed in School Safety and Security resources that are available on the New Jersey Department of Education website and from the Lakewood Public School District, Office of School Security. The security officer will work under the direction of the Director of Security as it pertains to the implementation of the drills.

- **Types of Drills and Frequencies**

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

All drills aforementioned with be coordinated by the school principal and with the Lakewood City Police, Fire and Emergency Management Departments, as well as the Lakewood Public School District Office of School Security.

School Safety Drill Resources – samples are attached- Reference A

School Security Drill Guide NJDOE Website
http://www.state.nj.us/education/schools/security/drill/Guide.pdf

School Security Drill Checklist NJDOE Website
http://www.state.nj.us/education/schools/security/drill/SchoolSecurityDrillChecklist.pdf

Drill Observation Checklist—Active Shooter NJDOE Website
http://www.state.nj.us/education/schools/security/task/planning/DrillObservationFormActiveShooter.pdf

Drill Observation Checklist—Bomb Threat NJDOE Website
http://www.state.nj.us/education/schools/security/task/planning/DrillObservationFormBombThreat.pdf

Drill Observation Checklist—Evacuation NJDOE Website
http://www.state.nj.us/education/schools/security/task/planning/DrillObservationFormEvacuation.pdf

Drill Observation Checklist—Lockdown NJDOE Website
http://www.state.nj.us/education/schools/security/task/planning/DrillObservationFormLockdown.pdf

Record Keeping and Documentation

Accurate and precise record keeping of all drills is required. All records shall indicate the date and time of drill, type of drill, weather conditions, participants (e.g. students, staff, faculty, law enforcement, fire fighters…) and a brief description of what occurred and procedures followed. Sample Security Drill Guide, School Security Drill Checklist and Drill Observation Forms for Evacuations, Active Shooter, Lockdown and Bomb Threat Drills as well as Drill Feedback forms will be made available by the school district. Additional forms can be obtained from the State of New Jersey at the following website:

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

B. Qualifications of Respondents

Security Company Requirements; Qualifications
It is the desire of the Lakewood Board of Education to have qualified, experienced licensed companies to provide services to the school district. All bidders shall provide as a requirement of this bid, evidence of having three (3) years of contracting services in any of the following that when combined will equal a minimum of three thousand (3,000) students per year of which at least twenty percent (20%) are in grades 9-12 and at least twenty percent (20%) in grades 6-8, for each of the three (3) years. **Evidence must be provided with the proposal**.

- Public school district;
- Private schools;
- Private schools for the Handicapped;
- Charter schools;

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

- Agency must be in compliance with Title 13 Law and Public Safety Chapter 55A Security Officers and Security Officer Companies which has been attached for your reference. Please note minimum qualifications for Owners and Operators. **(see Reference B).** The awarded Agency must be licensed by the Superintendent of the Division of the State Police in the Department of Law and Public Safety.

- Agency must provide to the Director of Security a list of personnel to be utilized at the commencement of the school year. Any changes of personnel shall be reported to the Director of Security in a timely fashion. Agency shall also provide a copy of each Security Guard's license or credentials along with a criminal history background check.

- Credentials for Security Officers must be in compliance with P.L. 2015, Chapter 295 which is attached for your reference. **(see Reference C)** as well as the Security Officer Registration Act (SORA) **(see Reference D)**

All companies submitting bids for this contract shall be New Jersey approved licensed security companies in compliance with the terms and conditions as outlined in the Security Officer Registration Act—N.J.S.A. 45:19A-2 et seq., and shall provide such evidence of license as a submission with the bid. All licensed security companies and licensed security officers shall adhere also to the rules and regulations as promulgated in N.J.A.C. 13:55A-1 et seq.

- **Absent Security Officers**

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

- **Communication Equipment**

The contractor is responsible for providing communication equipment for the security officers at all posts as required to perform the duties at the posts. These devices must be Motorola Mag One Walkie-Talkies. The contractor, at his expense, must supply the security officers with cell phones for communication needs with school personnel. The cell phone numbers of the security officers at each post shall be provided to the school and updated on an ongoing basis as necessary.

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

Employees performing services under this contract shall function as employees of the vendor awarded this contract and not considered employees of the school or the Lakewood Board of Education. The contractor shall be responsible to pay the security officers all salaries, benefits, taxes, insurance coverage, etc. Neither the public school nor the Lakewood Board of Education

shall be involved with employee pay, benefits or taxes. Contractor may not subcontract any portion of this contract without the express approval of the Board of Education.

- **Log of Services; Verification by School; Daily and Weekly Reports**

The contractor shall make written weekly reports to the Director of Security which shall indicate the names of the officers, whether full time or part time, the number of hours on each tour of duty and a log of all investigations and complaints or incidents. The weekly reports shall be based upon the daily activity reports that are to be submitted by each security officer. **This weekly report is due each Friday to the Director of Security.**

The daily activity report will record and indicate the area patrolled by each security officer, the time spent in any given area, and any activity in which he/she may have engaged during patrol that warrants special mention. This report shall also show the name of the security officer, his/her assigned post, and the designation of any vehicle utilized by him/her. This report is to be completed by the security officer and must be taken with him/her at the beginning of his/her tour. It shall be executed gradually as events occur and shall be completed at the expiration of his/her tour of duty and shall be turned in to the school principal and the firm's supervisor of operations before the security staff security officer leaves the office. Reports are to be typed or handwritten in ink and must be legible.

A copy of the daily logs shall be submitted each billing period to the district, which in turn, shall verify for accuracy.

- **Good Faith Effort**

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

- **Uniforms and Equipment**

The contractor shall ensure that all security officers are neatly dressed neatly, be well groomed and must wear a shirt and tie.

- **Working with Local Law Enforcement Officials; Director of School Security**

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

Security Officer Qualifications and Requirements

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

Each Security Officer must have the following qualifications and will have the following responsibilities:

- Minimum of five (5) years' experience in law enforcement
- Have excellent integrity and demonstrate good moral character and initiative
- Possess a valid RPO permit

Performance Responsibilities:

- ✓ Patrol and maintain hallways, stairwells, restroom facilities, outside facilities, and other public and unsupervised places of the school to ensure the safety and well-being of students and staff and the security of the facility.
- ✓ Prevent unauthorized visitors from entering school buildings and/or loitering on school grounds.
- ✓ Ensure a smooth traffic flow of students through the hallways, assisting students with on time arrival to class and to assigned locations.
- ✓ Assist certified staff and/or building administrators with the monitoring of breakfast and lunch periods as well as, with morning arrival and afternoon dismissal students
- ✓ Inform school administrators of student behavior problems
- ✓ Report in writing to the Director of Security, via email, once a week, unresolved security issues
- ✓ Report in writing, all incidences involving safety or security to the Director of Security.
- ✓ Prepare reports and assist in special assignments as directed
- ✓ Make recommendations to correct security issues once identified.
- ✓ Assist Administrators with the removal of a disruptive student (s) from class (following proper protocol, teachers maintain classroom management; should a teacher need assistance he/she notifies the office for an administrator. Should an administrator need assistance a Security Specialist is called. (In rare instances, where a student is a danger to himself or others, A School Resource Officer if he/she is in the building, the Police may be called via the Director of Security of 911 in cases of an Emergency)
- ✓ Assist the professional staff, police and emergency personnel in handling emergencies or disruptive situations.
- ✓ Encourage and ensure that students wear identification badges
- ✓ Assist visitors' with directions and secure proper identification
- ✓ Challenge unauthorized visitors and escort them to exits
- ✓ Report any discipline infractions, unauthorized visitors, and acts of vandalism

- ✓ Notify immediately appropriate personnel of evidence of substance abuse, child abuse, child neglect, severe medical or social conditions, potential suicide or individual appearing to be under the influence of alcohol, controlled substances, or anabolic steroids
- ✓ Demonstrate responsible decision making skills
- ✓ Display ethical and professional behavior in working with students, parents, school personnel, and outside agencies associated with the school
- ✓ Protect confidentiality of records and information about staff, and use discretion when sharing any such information within legal confines
- ✓ Adhere to federal statutes and regulation, New Jersey School Law, construction codes, State Board of Education rules and regulations, Board of Education policies and procedures, and contractual obligations.
- ✓ Perform any duties and responsibilities that are within the scope of employment, as assigned by the Director of Safety and Security, and not otherwise prohibited by law or regulation
- ✓ Have ability to sit, stand and walk for required periods of time
- ✓ Have strength to lift items needed to perform the functions of the job
- ✓ Speak and hear
- ✓ Use close vision, color vision, peripheral vision and depth perception along with the ability to focus.
- ✓ Computer literacy

- **Professionalism of Security Officers**

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

- **Identification Card—Licensed Security Officer**

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

1. Identify the security officer by name and certification number;
2. Identify the security officer by a one square inch photograph;
3. Identify the security officer company by name and license number
4. Be signed by the security officer.
5. A District issued picture Identification Tag must also be display either around the neck or on the waist band of the security officer

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

All security officer personnel are prohibited to use any school property, including but not limited to the use of computer and computer equipment; school telephones, school AV equipment; opening of drawers and cabinets, etc., unless so authorized by the school principal.
Security officer personnel are to take all breaks in an assigned break area. There is no smoking or possession/drinking of alcoholic beverages on school grounds both inside and outside. The use of personal cell phones will be limited to contacting work supervisor or emergencies. Other personal calls will be limited to break times.

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

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

Security officers are prohibited from fraternizing with students and are forbidden from engaging in, promoting or permitting financial, social, or intimate contact with students. Security officers are also prohibited from any social media contact with students. Any unlawful behavior by security officers with students, staff, or visitors shall be grounds for immediate termination by the district/public school of this contract, at its sole discretion and without penalty to the district/public school.

- **Key Control**

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

Other Terms and Conditions

Contract Period
The term of contract will be from August 1, 2017 to June 30, 2018 with the possibility to extend one additional year through June 30, 2019

Coordination of Activities
All efforts and assessment of performance shall be coordinated by The Director of School Security for the Lakewood Public Schools

Award of Contract—Lowest Hourly Rate
It is the intention of the board of education to award the contract to the qualified licensed security company that submits the lowest responsible hourly rate bid price for a security officer. The hourly rate charged to the school district shall include the following information:

- The rate paid directly to the officer
- Fringe rate (FICA), Medicare, Workers Compensation, Unemployment Compensation

- Overhead rate per hour

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

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

There may be a circumstance where a request is made for the respondent to provide services not directly related to the contract. These services not related to the contract **are not** to be provided by the respondent. The district will procure these services separately by an authorized purchase order.

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

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

Fee Schedule - Payment

- **Documents to be received along with a certified invoice from the agency monthly:**
    - A timesheet for each security guard providing services. The timesheet must include the days and times worked for the period. All timesheets must be signed by a Public school administrator and Security Officer certifying time spent in the Public school.
    - Emergency drills conducted including; date, time and detailed summary report. All emergency drill forms must be signed by a Public school administrator and Security Officer certifying drill training in the Public school.
    - An emergency log indicating date, time, emergency and steps taken to rectify the emergency by the guard. All emergency logs must be signed by a Public school administrator and Security Officer certifying services done in the Public school.
    - A summary sheet for services provided during the month, per school.

- **Rate of Pay:**
  - Hourly Rate for Armed Guard:

Performance of Duties/Contract

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

Liquidated Damages—Failure to Perform--$500.00 per Day

Pursuant to N.J.S.A. 18A:18A-41, the Lakewood Board of Education sets a liquidated damages assessment of five hundred dollars ($500.00) per day against the contractor for each instance of failure to perform said contract in accordance with the terms and conditions hereby set forth. For example, liquidated damages for the failure to provide two security officers on a given day would be $1,000 for that day.

Resources—School Safety and Security

School Safety and Security Plans-Minimum Requirements NJDOE August 2011
School Safety and Security Plan Review Checklist NJDOE August 2011
Public School Security Program Guidelines NJDOE October 2016
Drill Observation Checklist—Lockdown NJDOE Website
School Security Drill Guide—NJDOE Website
Security Officer Registration Act—N.J.S.A. 45:19A-2 et seq.
Security Officers and Security Officer Companies—N.J.A.C. 13:55A-1 et seq.
New Jersey State Police Private Detective Unit Armed Security Officer FAQ

LAKEWOOD BOARD OF EDUCATION
Lakewood, NJ 08701

Proposal Form

BID 01-1718

I/we hereby submit the following proposal for **PUBLIC SCHOOLS SECURITY OFFICERS**:

Hourly rate for Armed Security Officer * $_____

- The rate paid directly to the officer $_____

***Award of Contract**
It is the intention of the board of education to award the contract to the qualified licensed security company that submits the lowest responsible hourly rate bid price for an armed security officer.

Name of Company_____

Address _____

City, State, Zip Code _____

Federal Tax ID Number _____

Phone Number ( ) _____ Extension _____

Fax No. ( ) _____E-Mail _____

Authorized Agent _____ Title _____

Agent's Signature _____ Date _____

All bids must be received no later than **Tuesday, June 27, 2017 @ 11:00am** All proposals are to be sent to:

Regina Robinson
Interim School Business Administrator

LAKEWOOD TOWNSHIP PUBLIC SCHOOL DISTRICT
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

BID DOCUMENTS AND REQUIRED DOCUMENTATION

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

Regina Robinson
Interim School Business Administrator

To be completed, signed and returned with Bid.

ACKNOWLEDGEMENT OF ADDENDA

Bid Number **01-1718** Bid Date: **Tuesday, June 27, 2017 @ 11:00A.M.**

The bidder acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding and agrees that said Addenda shall become a part of this contract. The bidder 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 and returned with Bid.

AFFIRMATIVE ACTION QUESTIONNAIRE

Bid No. 01-1718 **Bid Date:** Tuesday, June 27, 2017 @ 11:00A.M.

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

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

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

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

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

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

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

www.state.nj.us/treasury/contract compliance/

a. Click on "Employee Information Report"
b. Complete and submit the form with the *appropriate payment* to:

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

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

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

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

Address _____

City, State, Zip _____

To be completed, signed and returned with Bid.

CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION

Public SCHOOLS SECURITY GUARDS

Bid Number **01-1718** Bid Date: **Tuesday, June 27, 2017 @ 11:00A.M.**

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 Districts in New Jersey

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

Vendor Certification

Direct/Indirect Interests

I declare and certify that no member of the Lakewood Township Public School District, 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 bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

Gifts; Gratuities; Compensation

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

Vendor Certifications

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

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 and returned with Bid.

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.

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

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the 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.**

OR

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the 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.

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

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.

Full Name (Print): Signature:

Do Not Enter PIN as a Signature

Title: Date:

To be completed, signed and returned with Bid.

NON-COLLUSION AFFIDAVIT

PUBLIC SCHOOLS SECURITY GUARDS

Re: Bid/Proposal for the Lakewood Township Public School District. Bid No 01-1718

STATE OF _____ Bid Date: **Tuesday, June 27, 2017 @ 11:00A.M.**

:ss:

COUNTY OF _____

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 of _____
Position in Company

and the bidder making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the 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.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

_____
(Print Name of Contractor/Vendor)

Subscribed and sworn to: _____
(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _____ day of _____, _____.
Month Year

_____ _____
NOTARY Public SIGNATURE **Print Name of Notary Public**

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

To be completed, signed and returned with Bid.

OWNERSHIP DISCLOSURE CERTIFICATE

Title of Bid/Proposal

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

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

☐	Corporation--	☐	Limited Partnership--
☐	Partnership--	☐	Limited Liability Company.--
☐	Sole Proprietorship--	☐	Limited Liability Partnership--
☐	Sub Chapter S Corp.--	☐	Other-_____

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

Name of Company _____

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

Owner's Name	Home Address

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

Signature _____ ***Date*** _____

This form shall be completed, signed and submitted with the bid/proposal. The form continues on the next page.

OWNERSHIP DISCLOSURE CERTIFICATE (cont.)

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

Our firm, _____ , is organized

_____

_____

Names of Principals Title

_____

_____

_____

_____

_____

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

Name of Company_____

Address_____

City, State, Zip_____

Authorized Agent_____Title _____

_____

SIGNATURE OF AUTHORIZED AGENT

This form shall be completed, signed and submitted with the bid/proposal.

To be completed, signed and returned with Bid.

Lakewood Township Public School District

Chapter 271
Political Contribution Disclosure Form

(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____(Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

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

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_____

Public Schools Security Guards Bid No: 01-1718

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.

19:44A-20.26 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 bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid 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

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. 19:44A-20.26

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

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.

BID 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 Lakewood Township Public School District 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.

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. I7:27-5.2.

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the Public agency through the Division's website at: http:// www.state.nj.us/treasury/contract_compliance/.

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

(Revised: January, 2016)

Form AA302
Rev 11/11

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

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302_1.pdf

SECTION A - COMPANY IDENTIFICATION

1 FID NO OR SOCIAL SECURITY

2 TYPE OF BUSINESS
☐ 1 MFG ☐ 2 SERVICE ☐ 3 WHOLESALE ☐ 4 RETAIL ☐ 5 OTHER

3 TOTAL NO EMPLOYEES IN THE ENTIRE COMPANY

4 COMPANY NAME

5 STREET CITY COUNTY STATE ZIP CODE

6 NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7 CHECK ONE IS THE COMPANY ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8 IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9 TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10 PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	FINAL G DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

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

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN								
				MALE				FEMALE				
	COL 1 TOTAL (Cols 2 &3)	COL 2 MALE	COL 3 FEMALE	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

SAMPLE

12 HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1 Visual Survey ☐ 2 Employment Record ☐ 3 Other (Specify)

13 DATES OF PAYROLL PERIOD USED From To

14 IS THIS THE FIRST Employee Information Report Submitted? 1 YES ☐ 2 NO ☐

15 IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16 NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR

17 ADDRESS NO & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO EXTENSION)

- -

INSTRUCTIONS FOR COMPLETING THE
EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED $150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR 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 Philippines 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 AWARDING 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 Bidders:

REMINDER!

Did you sign all of the bid documents?

All bid 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 bid documents may be cause for disqualification and rejection of the bid.

Interim School Business Administrator

SUPPLEMENT
TO
REQUEST FOR PROPOSAL

FORM OF CONTRACT AGREEMENT

ACKNOWLEDGEMENT

Form of Contract Agreement Acknowledgement

To All Potential Respondents: BID 01-1718 PUBLIC SCHOOLS SECURITY GUARDS

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

BID 01-1718 PUBLIC SCHOOLS SECURITY GUARDS

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 **PUBLIC SCHOOL SECURITY GUARD** services described in detail below; and

WHEREAS, the Board advertised for proposals for **PUBLIC SCHOOLS SECURITY GUARD** 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 PUBLIC SCHOOL SECURITY GUARDS (hereinafter the "Services"). The Board's Resolution dated _____, 2017, attached hereto as Exhibit B and the specifications for the Services issued by the Board Proposal BID 01-1718.

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 August 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

Services.

option subject to the conditions set forth herein.

3. Compensation

A. The Board shall pay the Contractor for the actual Services provided at the hourly rate of armed security officers 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.

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. 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:l9-l *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. 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 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.AC. 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 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.AC. 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 Four Million Dollars ($4,000,000.00), and One Million Dollars ($1,000,000.00) Sexual Harassment.

ii. 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: School Business Administrator

With a copy to: Ms. Regina Robinson/School Business Administrator

Board Attorney : Mr. Marc Zitomer

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.l8A: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 BID 01-1718 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:l2-21, et seq., and N.J.A.C. 6A:28-I.l, *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. 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: **For the Board:**

School Security Drill Guide

N.J.S.18A:41-1 Fire, school security drills
pursuant to C.App.A:9-86

This document provides State guidance relating to school security drills pursuant to 18A:41-1. Security drills, which are similar in duration to a fire drill, will be used to practice schools' procedures for responding to emergencies as outlined in the *School Administrator Procedures: Responding to Critical Incidents* document that the Department of Education disseminated in October 2007. Schools will coordinate with local emergency responders by updating safety and security plans and procedures for drilling, managing and responding to school emergencies.

DEFINITONS

School Security Drill: An exercise, other than a fire drill, to practice procedures that respond to an emergency situation including, but not limited to, a non-fire evacuation, lockdown, or active shooter situation and that is similar in duration to a fire drill.

Tabletop Activity: This activity involves key personnel discussing simulated scenarios in an informal setting. Tabletops can be used to assess plans, policies, and procedures.

Full Scale Exercise: This is a multi-agency, multi-jurisdictional activity involving actual deployment of resources in a coordinated response as if a real incident had occurred. This exercise tests many components of one or more capabilities within emergency response and recovery, and is typically used to assess plans, procedures and coordinated response under crisis conditions.

DRILLS

Fire, school security drills
18A:41-1

> Every principal of a school of two or more rooms, or of a school of one room, when located above the first story of a building, shall have at least one fire drill and one school security drill each month within the school hours, including any summer months during which the school is open for instructional programs, and shall require all teachers of all schools, whether occupying buildings of one or more stories, to keep all doors and exits of their respective rooms and buildings unlocked during the school hours, except during an emergency lockdown or an emergency lockdown drill. Where school buildings have been provided with fire escapes, they shall be used by a part or all of the pupils performing every fire drill.

Schools are required to conduct a school security drill within the first 15 days of the beginning of the school year.

Schools are required to hold a minimum of **two** of each of the following security drills annually:

- Active shooter;
- Evacuation (non- fire);
- Bomb threat;
- Lockdown.

Examples of other types of security drills:

- Shelter-in-place;
- Reverse evacuation;
- Evacuation to relocation site;
- Testing of school's notification system and procedures;
- Testing of school's communication system and procedures;
- Tabletop exercise;
- Full scale exercise.

Initiation

Fire alarm systems shall be initiated only during a fire drill evacuation.

Unplanned incident

Responses made necessary by the unplanned activation of emergency procedures or by any other emergency shall not be substituted for a required school security drill.

Notification

Schools will provide emergency responders with a friendly notification at least 48 hours prior to holding a security drill. Emergency responders are not required to observe security drills, however, it is encouraged that schools invite emergency responders to attend and observe at least four different security drills annually.

Record Keeping

Districts are required to annually submit the "Security Drill Statement of Assurance" provided by the Department of Education to their county office of education by June 30 of each year. The county office shall forward an information copy to the respective county prosecutor's office. The "Security Drill Record Form" provided by the Department of Education shall be

completed by all schools and retained at the district level. The following information is required:

- Date and time;
- Type (specify what was drilled);
- Duration;
- Weather conditions;
- Participants (i.e. students, staff, faculty, law enforcement, fire);
- Brief description of what occurred and procedures followed.

TRAINING

Provision of training on school safety, security

18A:41-7.2

A local board of education and chief school administrator of a nonpublic school shall ensure that all full-time teaching staff members in the district or nonpublic school are provided with training on school safety and security that includes instruction on school security drills. Each teaching staff member shall be provided with the training within one year of the effective date of this act or within 60 days of the commencement of that staff member's employment, whichever date is later.

Development, dissemination of building security drill guide, training materials

App.A:9-86.3(a)

The Director of the Office of Homeland Security and Preparedness shall, in consultation with the Commissioner of Education, the Director of the Division of Fire Safety in the Department of Community Affairs, the Director of the State Office of Emergency Management in the Division of State Police in the Department of Law and Public Safety, and the Attorney General, develop and disseminate to each school district and nonpublic school a building security drill guide and training materials that educate school employees on proper evacuation and lockdown procedures in a variety of emergency situations on school grounds including, but not limited to, bomb threats and active shooter situations.

Employee training on school safety and security plans

6A:16-5.1(d)

The district board of education shall develop and provide an in-service training program for all district board of education employees to enable them to recognize and appropriately respond to safety and security concerns, including emergencies and crises, consistent with the district board of education's plans, procedures and mechanisms for school safety and security and the provisions of this section.

1. New district board of education employees shall receive the in-service training, as appropriate, within 60 days of the effective date of their employment.

2. The in-service training program for all district board of education employees shall be reviewed annually and updated, as appropriate.

Employee Training

A training CD Rom, *Critical Incident Response: Procedures for School Administrators, Faculty and Staff,* was developed by the Office of Homeland Security & Preparedness in collaboration with the Department of Education to enhance regional and local training for school personnel on procedures to follow during an emergency. This resource was distributed to all schools during the summer of 2009 and fulfills the training requirement of this statute.

School Security Drill Checklist

Foundation of Drill

- Create a Project Timeline:
- Identify Planning Team Members:
  - School Personnel
  - Law Enforcement
  - Fire Officials
  - Emergency Responders
  - Other
- Assign Responsibilities to Planning Team Members

Design & Development of Drill Scenario

- Outline Concepts & Objectives of Drill
  - Identify the type of drill
  - Identify when the drill will take place
  - Identify who will participate in the drill
- Draft Purpose & Scope of Drill
  - Identify the specific items, procedures, protocols that will be drilled

Pre-Drill

- Review School Safety and Security Procedures with ALL school personnel and students.
  - Faculty, Staff, Janitorial, Maintenance, Transportation & Food Service personnel.
- Review emergency duties:
  - Faculty/staff
  - Administrators
  - School Resource Officer (SRO) (if any)
  - Guards/ Security Staff (if any)
  - Public information officer/ Spokesperson
  - Other
- Notify parents of the schools drill plan. This can be done at the beginning of each school year by outlining the different drills that will be held during the school year.
- Review and test communication protocols:
  - Communication between different groups (i.e. emergency responders, school personnel, medical, fire).
  - Communication between school personnel.
  - Communication with classes outside of the building.
  - Communication from classes inside the building to the main office or Command Post.
  - Communication with district/county office of education.
  - Communication with parents/media.

Drill

- Use simple language to make emergency announcements (i.e. Lockdown, Evacuation, Shelter-in-Place).
    - The Federal Emergency Management Agency (FEMA) discourages using codes and signals because it may confuse people. If codes are used make sure substitute teachers are aware of them.
    - Use clear statement to indicate actions that should be taken.
    - Make sure it can be heard/communicated everywhere on the school campus.
    - Have an "ALL Clear" procedure to terminate the action so everyone can recognize the emergency situation has been resolved.

- Is the emergency alert/announcement clearly communicated and understood throughout the school facility?
- Are students and staff secure and following procedures and protocols according to the school's emergency procedures?
- Do teachers/classrooms have a means/method to communicate with the main office/ command post?
- Are procedures for students and staff in hallways, bathrooms and open areas being followed?
- Are procedures for students and staff in the cafeteria, gym and outside the building being followed?

Post-Drill Evaluation

- Conduct a debriefing session to discuss lessons learned and/or measures for improvement. Include key stakeholders:
    - Emergency responders
    - Teachers/ Staff
    - Students (if appropriate)
    - Other
- Review the following:
    - How long did the drill take?
    - Who designed the drill?
    - What worked well?
    - What needs to be improved?
    - Do any other people need to be added to your team?
    - What would the emergency response time be if this were not a drill?
    - Next Steps
- Prepare an After-Action Report (AAR) to share with key stakeholders.
    - The AAR captures observations of an exercise/drill and makes recommendations for improvements.

Improvement Plan

- Review and update plans, procedures as necessary per the After-Action Report.
  - An improvement plan identifies specific corrective actions, assigns them to responsible parties, and establishes targets for their completion.

Considerations for Drills:

Conditions:

Emergency situations may occur at any time during the day or year. It is beneficial to conduct drills and have protocols in place for:

- Lunch period when cafeterias are occupied.
- During class changes.
- Recess or gym classes.
- Arrivals and dismissal time.
- After school hours (i.e. dances, theater, athletic events.)

Communications:

- Strictly prohibit/monitor use of cell phones by staff/students. During an actual emergency they can lead to confusion or misinformation.
- Identify communication procedures for staff, teachers, parents, students and press. All should be aware of procedures before a drill takes place.

ACTIVE SHOOTER DRILL OBSERVATION

District:_____ Contact:_____

School:_____ Drill Scenario:_____

Date:_____ OSPEP Staff:_____

PRE-DRILL PLANNING			
Y	N	N/A	
			LOGISTICS
☐	☐	☐	Does your school have more than one floor? If so, how many? (include basement if applicable)
☐	☐	☐	Do all classrooms have locking capabilities? If so, do ALL teachers have keys (including substitutes)?
☐	☐	☐	If substitutes do not have keys, are there procedures in place for ensuring their classrooms are behind locked doors? If so, what are they?
☐	☐	☐	Does your cafeteria, auditorium, library/media room have locking capabilities?
☐	☐	☐	Do you have security guards? If so, are they aware of their lockdown location? Has this been practiced?
☐	☐	☐	Does your central office staff know where they are to lockdown?
☐	☐	☐	Do all classrooms have the ability to communicate with office staff in their lockdown location?
☐	☐	☐	Are there protocols in place for children who may be in the bathroom? If so, what are they?
☐	☐	☐	Can more than one person begin/end a lockdown? If so, who?
☐	☐	☐	Are staff members trained to listen for a closing statement to end a drill vs. voice recognition?
			PLANNING PROCESS
☐	☐	☐	Were all key stakeholders involved in the planning process (i.e. law enforcement, fire officials, emergency management officials, teachers, etc.)?
☐	☐	☐	Will you be drilling a specific scenario?
☐	☐	☐	Has this drill been conducted this year?
			TRAINING
☐	☐	☐	Has the School Safety and Security Plan been disseminated to ALL employees? Have emergency duties been reviewed will ALL employees?
☐	☐	☐	Have groups been trained/practiced separately prior to drill? (Round table/actual practice drill).
☐	☐	☐	Were the following included in training? Faculty, Staff, Substitutes, Janitorial, Maintenance, Transportation & Food Service personnel.

PRE-DRILL PLANNING

☐ ☐ ☐	Are staff members familiar with procedures for handling students with special needs?

NOTIFICATION

☐ ☐ ☐	Has notification been sent out to parents regarding the school's drill plan?
☐ ☐ ☐	Were parents notified prior to the drill?
☐ ☐ ☐	Were emergency responders notified prior to drill?
☐ ☐ ☐	Were staff members and/or students notified prior to drill?
☐ ☐ ☐	Were emergency responders invited to attend the drill?
COMMENTS:	*ADDITIONAL ITEMS TO ASSESS: What information was shared with staff, students, parents and emergency responders prior to the drill and how far in advance? Have emergency responders attended any drills held this year? Were communication protocols reviewed and tested prior to the drill?

DURING THE DRILL

Y N N/A	

COMMUNICATION

☐ ☐ ☐	Was simple language used to make emergency announcements (i.e. Lockdown, Evacuation, Shelter-in-Place, Bomb Threat.)?
☐ ☐ ☐	Was an emergency code used (i.e. Code Red, "Mr. Greene is in the bldg", etc.)?
☐ ☐ ☐	Was the emergency announcement heard everywhere on the school campus, including outside the building, gym, cafeteria, bathrooms, etc.?
☐ ☐ ☐	Do teachers/classrooms have a means/method to communicate with the main office/ command post?
☐ ☐ ☐	Was there an "All Clear" procedure to terminate the action?

COMMENTS:	*ADDITIONAL ITEMS TO ASSESS: Who made the announcement and how was it made? How was the drill completed (i.e. announcement, door-to-door notification, etc.)? Did staff and students know the notification language?

Y	N	N/A	
			GENERAL PROCEDURES – ACTIVE SHOOTER
☐	☐	☐	Are students and staff secured behind locked doors?
☐	☐	☐	Are building occupants completely out of sight?
☐	☐	☐	Are students and staff following procedures and protocols according to the school's emergency procedures?
☐	☐	☐	Are procedures for students and staff in hallways, bathrooms and open areas being followed?
☐	☐	☐	Are procedures for students and staff in the cafeteria, gym and outside the building being followed?
☐	☐	☐	Were classroom doors locked in a timely manner?
☐	☐	☐	Do all classrooms have locks?
☐	☐	☐	Were all exterior doors locked?
☐	☐	☐	Did any teachers continue to teach or any staff members continue to work?
☐	☐	☐	Are building occupants out of sight?
☐	☐	☐	Were lights turned off? Was this determined by law enforcement?
☐	☐	☐	Were shades up? Was this determined by law enforcement?
☐	☐	☐	Was a notification system used (ie: red card/green card)? Was this determined by law enforcement?

☐ ☐ ☐	Did teachers/staff open door or answer when someone knocked or tried to open the door?
☐ ☐ ☐	Was a command post identified and used?
☐ ☐ ☐	Did all the building occupants participate in the drill (i.e. custodial, cafeteria, main office staff, etc.)?
COMMENTS:	***ADDITIONAL ITEMS TO ASSESS:** Were classroom doors locked from the interior or exterior? How long did it take to lock-down the building? How were students/staff in the bathroom and hallway notified and handled? If emergency responders arrived, how would they gain entry into the building? Is the school aware of the response time for emergency personnel? How many emergency responders would arrive?

POST-DRILL FOLLOW UP

Y N N/A	
	DEBRIEF
☐ ☐ ☐	Once completed will staff debrief the drill with students?
☐ ☐ ☐	Once completed will administrators debrief the drill with staff?
☐ ☐ ☐	Will the drill debrief include emergency responders?
☐ ☐ ☐	Will parents be notified of the drill?
☐ ☐ ☐	Will after-action items be identified?
COMMENTS:	***ADDITIONAL ITEMS TO ASSESS:** How will information be collected from staff, students and those who observed the drill? How long did the drill take? Were substitutes prepared? Did staff or students seem "tipped-off" in advance of the drill? Is the administration familiar with the School Administrator Procedures? Does each classroom have a "flip-chart"?

LESSONS LEARNED	
COMMENTS:	***ADDITIONAL ITEMS TO ASSESS:** Who observed the drill to assess and provide feedback? Was there any new or interesting use of technology? How were doors locked if there were no keys or locks in doors? Were there any exemplary practices?

BOMB THREAT DRILL OBSERVATION

District:_____ Contact:_____

School:_____ Drill Scenario:_____

Date:_____ OSPEP Staff:_____

DURING THE DRILL			
Y	N	N/A	
			COMMUNICATION
☐	☐	☐	Was simple language used to make emergency announcements (i.e. Lockdown, Evacuation, Shelter-in-Place, Bomb Threat.)?
☐	☐	☐	Was an emergency code used (i.e. Code Red, "Mr. Greene is in the bldg", etc.)?
☐	☐	☐	Were cell phones and walkie-talkies and other electronic devices used?
☐	☐	☐	Was the fire alarm system activated?
☐	☐	☐	Was the emergency announcement heard everywhere on the school campus, including outside the building, gym, cafeteria, bathrooms, etc.?
☐	☐	☐	Do teachers/classrooms have a means/method to communicate with the main office/ command post?
☐	☐	☐	Was there an "All Clear" procedure to terminate the action?
COMMENTS:			***ADDITIONAL ITEMS TO ASSESS:** Who made the announcement and how was it made? Did staff and students know the notification language?

Y	N	N/A	
			GENERAL PROCEDURES – EVACUATION
☐	☐	☐	Were building occupants evacuated to a location off school grounds?
☐	☐	☐	Were building occupants' sheltered-in-place?
☐	☐	☐	Were classrooms swept by staff either prior to evacuation or during a shelter-in-place?
☐	☐	☐	Are there multiple evacuation locations?
☐	☐	☐	Is there a specific evacuation location for bomb threats?
☐	☐	☐	Was the evacuation location swept before it was occupied?
☐	☐	☐	Did all building occupants evacuate? (i.e. office staff, cafeteria staff, etc.)
☐	☐	☐	Do all staff and students know where the evacuation location is?
☐	☐	☐	Did students/staff bring their personal belongings when evacuating?
☐	☐	☐	Did the building administrator or designee bring an emergency go kit?
☐	☐	☐	Did teachers bring class rosters and other necessary items?
☐	☐	☐	Were missing students identified and was someone notified?
☐	☐	☐	Was a notification system used (ie: red card/green card) to assist with attendance and crowd control at the evacuation location?
☐	☐	☐	Are students and staff following procedures and protocols according to the school's emergency procedures?
☐	☐	☐	Are procedures for students and staff in hallways, bathrooms and open areas being followed?
☐	☐	☐	Are procedures for students and staff in the cafeteria, gym and outside the building being followed?
☐	☐	☐	Was a command post identified and used?
COMMENTS:			***ADDITIONAL ITEMS TO ASSESS:** Has a drill included evacuating to an alternate location? Did all occupants evacuate to the same location? How long did it take to evacuate the building? Does the school have procedures to dismiss students from the evacuation location? If staff have emergency classroom kits what's in them? Is the school aware of the response time for emergency personnel? How many emergency responders would arrive and where would they park their vehicles?

PRE-DRILL PREPARATION

Y	N	N/A	
			PLANNING PROCESS
☐	☐	☐	Were all key stakeholders involved in the planning process (i.e. law enforcement, fire officials, emergency management officials, teachers, etc.)?
☐	☐	☐	Was a specific scenario drilled?
☐	☐	☐	Has this drill been conducted this year?
			TRAINING
☐	☐	☐	Has the School Safety and Security Plan been disseminated to ALL employees? Have emergency duties been reviewed will ALL employees?
☐	☐	☐	Have groups been trained/practiced separately prior to drill? (Round table/actual practice drill).
☐	☐	☐	Were the following included in training? Faculty, Staff, Substitutes, Janitorial, Maintenance, Transportation & Food Service personnel.
☐	☐	☐	Are staff members familiar with procedures for handling students with special needs?
			NOTIFICATION
☐	☐	☐	Has notification been sent out to parents regarding the school's drill plan?
☐	☐	☐	Were parents notified prior to the drill?
☐	☐	☐	Were emergency responders notified prior to drill?
☐	☐	☐	Were staff members and/or students notified prior to drill?
☐	☐	☐	Were emergency responders invited to attend the drill?
COMMENTS:			***ADDITIONAL ITEMS TO ASSESS:** What information was shared with staff, students, parents and emergency responders prior to the drill and how far in advance? Have emergency responders attended any drills held this year? Were communication protocols reviewed and tested prior to the drill?

POST-DRILL FOLLOW UP

Y	N	N/A	
			DEBRIEF
☐	☐	☐	Once completed will staff debrief the drill with students?
☐	☐	☐	Once completed will administrators debrief the drill with staff?
☐	☐	☐	Will the drill debrief include emergency responders?
☐	☐	☐	Will parents be notified of the drill?
☐	☐	☐	Will after-action items be identified?
			COMMENTS: ***ADDITIONAL ITEMS TO ASSESS:** How will information be collected from staff, students and those who observed the drill? How long did the drill take? Were substitutes prepared? Did staff or students seem "tipped-off" in advance of the drill? Is the administration familiar with the School Administrator Procedures? Does each classroom have a "flip-chart"?
			LESSONS LEARNED
			COMMENTS: ***ADDITIONAL ITEMS TO ASSESS:** Who observed the drill to assess and provide feedback? Was there any new or interesting use of technology? How were doors locked if there were no keys or locks in doors? Were there any exemplary practices?

EVACUATION DRILL OBSERVATION

District:_____ Contact:_____

School:_____ Drill Scenario:_____

Date:_____ OSPEP Staff:_____

DURING THE DRILL			
Y	N	N/A	
			COMMUNICATION
☐	☐	☐	Was simple language used to make emergency announcements (i.e. Lockdown, Evacuation, Shelter-in-Place, Bomb Threat.)?
☐	☐	☐	Was an emergency code used (i.e. Code Red, "Mr. Greene is in the bldg", etc.)?
☐	☐	☐	Were cell phones and walkie-talkies and other electronic devices used?
☐	☐	☐	Was the fire alarm system activated?
☐	☐	☐	Was the emergency announcement heard everywhere on the school campus, including outside the building, gym, cafeteria, bathrooms, etc.?
☐	☐	☐	Do teachers/classrooms have a means/method to communicate with the main office/ command post?
☐	☐	☐	Was there an "All Clear" procedure to terminate the action?
COMMENTS:			*ADDITIONAL ITEMS TO ASSESS: Who made the announcement and how was it made? Did staff and students know the notification language?

Y	N	N/A	
			GENERAL PROCEDURES – EVACUATION
☐	☐	☐	Were building occupants evacuated to a location off school grounds?
☐	☐	☐	Are there multiple evacuation locations?
☐	☐	☐	Did all building occupants evacuate? (i.e. office staff, cafeteria staff, etc.)
☐	☐	☐	Do all staff and students know where the evacuation location is?
☐	☐	☐	Did students/staff bring their personal belongings when evacuating?
☐	☐	☐	Did the building administrator or designee bring an emergency go kit?
☐	☐	☐	Did teachers bring class rosters and other necessary items?
☐	☐	☐	Were missing students identified and was someone notified?
☐	☐	☐	Was a notification system used (ie: red card/green card) to assist with attendance and crowd control at the evacuation location?
☐	☐	☐	Are students and staff following procedures and protocols according to the school's emergency procedures?
☐	☐	☐	Are procedures for students and staff in hallways, bathrooms and open areas being followed?
☐	☐	☐	Are procedures for students and staff in the cafeteria, gym and outside the building being followed?
☐	☐	☐	Was a command post identified and used?
COMMENTS:			***ADDITIONAL ITEMS TO ASSESS:** Has a drill included evacuating to an alternative location? Did all occupants evacuate to the same location? How long did it take to evacuate the building? Does the school have procedures to dismiss students from the evacuation location? If staff have emergency classroom kits what's in them? Is the school aware of the response time for emergency personnel? How many emergency responders would arrive and where would they park their vehicles?

PRE-DRILL PREPARATION

Y	N	N/A	
			PLANNING PROCESS
☐	☐	☐	Were all key stakeholders involved in the planning process (i.e. law enforcement, fire officials, emergency management officials, teachers, etc.)?
☐	☐	☐	Was a specific scenario drilled?
☐	☐	☐	Has this drill been conducted this year?
			TRAINING
☐	☐	☐	Has the School Safety and Security Plan been disseminated to ALL employees? Have emergency duties been reviewed will ALL employees?
☐	☐	☐	Have groups been trained/practiced separately prior to drill? (Round table/actual practice drill).
☐	☐	☐	Were the following included in training? Faculty, Staff, Substitutes, Janitorial, Maintenance, Transportation & Food Service personnel.
☐	☐	☐	Are staff members familiar with procedures for handling students with special needs?
			NOTIFICATION
☐	☐	☐	Has notification been sent out to parents regarding the school's drill plan?
☐	☐	☐	Were parents notified prior to the drill?
☐	☐	☐	Were emergency responders notified prior to drill?
☐	☐	☐	Were staff members and/or students notified prior to drill?
☐	☐	☐	Were emergency responders invited to attend the drill?
COMMENTS:			***ADDITIONAL ITEMS TO ASSESS:** What information was shared with staff, students, parents and emergency responders prior to the drill and how far in advance? Have emergency responders attended any drills held this year? Were communication protocols reviewed and tested prior to the drill?

POST-DRILL FOLLOW UP

Y	N	N/A	
			DEBRIEF
☐	☐	☐	Once completed will staff debrief the drill with students?
☐	☐	☐	Once completed will administrators debrief the drill with staff?
☐	☐	☐	Will the drill debrief include emergency responders?
☐	☐	☐	Will parents be notified of the drill?
☐	☐	☐	Will after-action items be identified?
			COMMENTS: ***ADDITIONAL ITEMS TO ASSESS:** How will information be collected from staff, students and those who observed the drill? How long did the drill take? Were substitutes prepared? Did staff or students seem "tipped-off" in advance of the drill? Is the administration familiar with the School Administrator Procedures? Does each classroom have a "flip-chart"?
			LESSONS LEARNED
			COMMENTS: ***ADDITIONAL ITEMS TO ASSESS:** Who observed the drill to assess and provide feedback? Was there any new or interesting use of technology? How were doors locked if there were no keys or locks in doors? Were there any exemplary practices?

LOCKDOWN DRILL OBSERVATION

District:_____ Contact:_____

School:_____ Drill Scenario:_____

Date:_____ OSPEP Staff:_____

PRE-DRILL PLANNING			
Y	N	N/A	
			LOGISTICS
☐	☐	☐	Does your school have more than one floor? If so, how many? (include basement if applicable)
☐	☐	☐	Do all classrooms have locking capabilities? If so, do ALL teachers have keys (including substitutes)?
☐	☐	☐	If substitutes do not have keys, are there procedures in place for ensuring their classrooms are behind locked doors? If so, what are they?
☐	☐	☐	Does your cafeteria, auditorium, library/media room have locking capabilities?
☐	☐	☐	Do you have security guards? If so, are they aware of their lockdown location? Has this been practiced?
☐	☐	☐	Does your central office staff know where they are to lockdown?
☐	☐	☐	Do all classrooms have the ability to communicate with office staff in their lockdown location?
☐	☐	☐	Are there protocols in place for children who may be in the bathroom? If so, what are they?
☐	☐	☐	Can more than one person begin/end a lockdown? If so, who?
☐	☐	☐	Are staff members trained to listen for a closing statement to end a drill vs. voice recognition?
			PLANNING PROCESS
☐	☐	☐	Were all key stakeholders involved in the planning process (i.e. law enforcement, fire officials, emergency management officials, teachers, etc.)?
☐	☐	☐	Will you be drilling a specific scenario?
☐	☐	☐	Has this drill been conducted this year?
			TRAINING
☐	☐	☐	Has the School Safety and Security Plan been disseminated to ALL employees? Have emergency duties been reviewed will ALL employees?
☐	☐	☐	Have groups been trained/practiced separately prior to drill? (Round table/actual practice drill).
☐	☐	☐	Were the following included in training? Faculty, Staff, Substitutes, Janitorial, Maintenance, Transportation & Food Service personnel.

PRE-DRILL PLANNING

☐ ☐ ☐	Are staff members familiar with procedures for handling students with special needs?

NOTIFICATION

☐ ☐ ☐	Has notification been sent out to parents regarding the school's drill plan?
☐ ☐ ☐	Were parents notified prior to the drill?
☐ ☐ ☐	Were emergency responders notified prior to drill?
☐ ☐ ☐	Were staff members and/or students notified prior to drill?
☐ ☐ ☐	Were emergency responders invited to attend the drill?
COMMENTS:	*ADDITIONAL ITEMS TO ASSESS: What information was shared with staff, students, parents and emergency responders prior to the drill and how far in advance? Have emergency responders attended any drills held this year? Were communication protocols reviewed and tested prior to the drill?

DURING THE DRILL

Y N N/A	

COMMUNICATION

☐ ☐ ☐	Was simple language used to make emergency announcements (i.e. Lockdown, Evacuation, Shelter-in-Place, Bomb Threat.)?
☐ ☐ ☐	Was an emergency code used (i.e. Code Red, "Mr. Greene is in the bldg", etc.)?
☐ ☐ ☐	Was the emergency announcement heard everywhere on the school campus, including outside the building, gym, cafeteria, bathrooms, etc.?
☐ ☐ ☐	Do teachers/classrooms have a means/method to communicate with the main office/ command post?
☐ ☐ ☐	Was there an "All Clear" procedure to terminate the action?

COMMENTS:	*ADDITIONAL ITEMS TO ASSESS: Who made the announcement and how was it made? How was the drill completed (i.e. announcement, door-to-door notification, etc.)? Did staff and students know the notification language?

Y	N	N/A	
			GENERAL PROCEDURES – LOCKDOWN
☐	☐	☐	Are students and staff secured behind locked doors?
☐	☐	☐	Are students and staff following procedures and protocols according to the school's emergency procedures?
☐	☐	☐	Are procedures for students and staff in hallways, bathrooms and open areas being followed?
☐	☐	☐	Are procedures for students and staff in the cafeteria, gym and outside the building being followed?
☐	☐	☐	Were classroom doors locked in a timely manner?
☐	☐	☐	Do all classrooms have locks?
☐	☐	☐	Were all exterior doors locked?
☐	☐	☐	Did any teachers continue to teach or any staff members continue to work?
☐	☐	☐	Are building occupants out of sight?
☐	☐	☐	Were lights turned off? Was this determined by law enforcement?
☐	☐	☐	Were shades up? Was this determined by law enforcement?
☐	☐	☐	Was a notification system used (ie: red card/green card)? Was this determined by law enforcement?
☐	☐	☐	Did teachers/staff open door or answer when someone knocked or tried to open the

	door?
☐ ☐ ☐	Was a command post identified and used?
☐ ☐ ☐	Did all the building occupants participate in the drill (i.e. custodial, cafeteria, main office staff, etc.)?
COMMENTS:	***ADDITIONAL ITEMS TO ASSESS:** Were classroom doors locked from the interior or exterior? How long did it take to lock-down the building? How were students/staff in the bathroom and hallway notified and handled? If emergency responders arrived, how would they gain entry into the building? Is the school aware of the response time for emergency personnel? How many emergency responders would arrive?

POST-DRILL FOLLOW UP

Y N N/A	
	DEBRIEF
☐ ☐ ☐	Once completed will staff debrief the drill with students?
☐ ☐ ☐	Once completed will administrators debrief the drill with staff?
☐ ☐ ☐	Will the drill debrief include emergency responders?
☐ ☐ ☐	Will parents be notified of the drill?
☐ ☐ ☐	Will after-action items be identified?
COMMENTS:	***ADDITIONAL ITEMS TO ASSESS:** How will information be collected from staff, students and those who observed the drill? How long did the drill take? Were substitutes prepared? Did staff or students seem "tipped-off" in advance of the drill? Is the administration familiar with the School Administrator Procedures? Does each classroom have a "flip-chart"?

LESSONS LEARNED

COMMENTS:	*ADDITIONAL ITEMS TO ASSESS: Who observed the drill to assess and provide feedback? Was there any new or interesting use of technology? How were doors locked if there were no keys or locks in doors? Were there any exemplary practices?

TITLE 13. LAW AND PUBLIC SAFETY

CHAPTER 55A

SECURITY OFFICERS AND SECURITY OFFICER COMPANIES

SUBCHAPTER 1. GENERAL PROVISIONS

13:55A-1.1 Purpose

The rules of this chapter are promulgated by the Superintendent in order to implement the Security Officer Registration Act, P.L. 2004, c.134. The Act provides, among other things, that there be procedures for the licensing of security officer companies and for the registration, certification, and training, of security officers employed by those companies.

13:55A-1.2 Scope and application

The rules of this chapter shall only apply to security officer companies and security officers as defined under N.J.A.C.13:55A-1.3 and shall not apply to security officers hired for proprietary or internal purposes by a company not engaged in the security officer business. Moreover, the rules of this chapter shall only apply to duly sworn law enforcement officers seeking to be employed as, or perform the functions and activities of, a security officer, who will be receiving compensation for his or her services directly from a licensed security officer company and shall not apply to duly sworn law enforcement officers working under color of law.

13:55A-1.3 Definitions

The following words and terms, as used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise.

"Law enforcement officer" means any person who is employed as a permanent full-time member of any state, county, or municipal law enforcement agency, department, or division of those governments who is statutorily empowered to act for the detection, investigation, arrest, conviction, detention, or rehabilitation of persons violating the criminal laws of this State and statutorily required to successfully complete a training course approved by, or certified as being substantially equivalent to such an approved course, by the Police Training Commission pursuant to P.L. 1961, c. 56 (N.J.S.A. 52:17B-66 et seq.).

"Owner" or "Operator" means an officer, director, member, sole proprietor, partner, or associate, of a private security company.

"Security Officer" means any person who performs any of the following functions or activities as an employee, agent, or subcontractor, of a security officer company, as defined in this section, for a fee, hire, or reward, notwithstanding the fact that other functions and activities may also be performed by the same person for fee, hire, or reward:

1. Protection of person or property, real or personal, from injury or harm, or for any other purpose whatsoever;

2. Deterrence, observation, detection, or reporting, of incidents and activities for the purpose of preventing the theft, or the unlawful taking, conversion, concealment, or misappropriation of goods, wares, merchandise, money, bonds, stocks, notes, or other valuable instruments, documents, papers, or articles; or

3. Deterrence, observation, detection, or reporting, of incidents and activities for the purpose of preventing any unauthorized or unlawful activity, including but not limited to, robbery, burglary, arson, criminal mischief, vandalism, or trespass.

This term shall not mean or include, and nothing in this chapter shall apply to, any law enforcement officer of this State, or any political subdivision of this State, while in the actual performance of his or her duties. For the purposes of this section, a law enforcement officer shall be deemed to be in the actual performance of his or her duties if the law enforcement officer is in uniform, or is exhibiting evidence of his or her authority, is performing public safety functions on behalf of and as assigned by the chief of police or the chief law enforcement officer of the law enforcement agency and is receiving compensation, if any, from that law enforcement agency at the rates or stipends as are established by law. A law enforcement officer shall not be deemed to be in the actual performance of his or her duties, for the purposes of this section, if the law enforcement officer is performing private security functions or activities for a private employer while receiving compensation for those duties from the private employer, and a law enforcement officer shall not wear the uniform, or otherwise exhibit evidence of their authority as a law enforcement officer, while performing private security functions or activities for a private employer.

"Security officer company" means any body, board, person, firm, corporation, partnership, proprietorship, joint venture, fund, authority, or similar entity, that is organized for the purpose of, or primarily engages in, the business of furnishing for a fee, hire, reward, or compensation, one or more security officers. The term shall not mean or include, and nothing in this act shall apply to, any board, body, commission, or agency, of the United States of America or of this State or any other state, territory or possession of the United States of America, or any county, municipality, or school district, or any officer or employee solely, exclusively, and regularly employed by any of the foregoing. The term shall include any business of watch guard or patrol agency.

"Superintendent" means the Superintendent of the Division of State Police in the Department of Law and Public Safety.

13:55A-2.1 Owners and operators; minimum qualifications

(a) All owners and operators of a security officer company seeking to be licensed shall be at least 25 years of age.

(b) All owners and operators of a security officer company seeking to be licensed shall have the following:

1. Five years law enforcement experience and no longer be employed or attached in any capacity whatsoever to a law enforcement agency; or

2. Five years of experience working in a supervisory or management capacity for a security officer company licensed under this chapter, the Private Detective's Act of 1939 or the laws of any other jurisdiction.

13:55A-2.2 Application for a security officer company license

(a) Each owner and operator of a security officer company seeking to be licensed shall file an application for a security officer company license on a form provided by and in a manner prescribed by the Superintendent. Each completed application shall contain information required by the Security Officer Registration Act, any supporting documentation requested by the Superintendent, and the written approval of not less than five reputable citizens who have know the applicant for at least three years preceding the date of application and who shall certify that the applicant is a person of good moral character and behavior.

(b) Each owner and operator of a security officer company seeking to be licensed shall submit a non-refundable application fee of $ 300.00 along with his or her completed application to the Superintendent.

(c) Each owner and operator of a security officer company seeking to be licensed shall submit fingerprints and a written consent for a criminal history background check to the Superintendent or in a manner prescribed by the Superintendent. All owners or operators of a security officer company seeking a license shall bear the cost for the criminal history background check, including all costs of administering and processing the check, as required by N.J.A.C. 13:59.

(d) Each application submitted by owners or operators of a security officer company seeking a license shall contain the location of the principal place of business for the company and the location of any other places of business, that is, offices, sub-agencies, branches, to be utilized in the company's operations.

(e) Any owner and operator of a security officer company seeking to be licensed who makes a false statement in, or knowingly omits any material information from, an application as required by these rules, shall be subject to civil and/or criminal penalties as specified by the Security Officer Registration Act.

13:55A-2.3 Issuance of a security officer company license

(a) The Superintendent, after examination of application(s) and such further inquiry and investigations as the Superintendent shall deem proper as to the good character, competency, and integrity of the applicant(s), shall advise the applicant(s) whether their application for a security officer company license has been approved or denied.

(b) If approved, applicant(s) will be advised that a company license will be issued:

1. Upon the execution and delivery to the Superintendent of a $ 5,000 surety bond, conditioned for the faithful and honest conduct of business by the applicant, issued by a surety company authorized to be surety in the State of New Jersey, as surety, and running to the State of New Jersey for the benefit of any person, firm, association, or corporation, injured by the willful, malicious, or wrongful act of the applicant; and

2. Upon payment of a non-refundable $ 500.00 fee for each location and place of business, that is, offices, sub-agencies, branches, etc., listed in the initial application(s) submitted by owners or operators of a security officer company.

(c) Once the requirements of (b) above are met, the Superintendent shall issue a security officer company license for each location and place of business, which shall be valid for a period of two years and shall thereafter be renewable every two years.

13:55A-2.4 Changes in owners or operators

(a) A person or business entity shall not act as owner or operator of a licensed security officer company without the approval of the Superintendent. Additional owners or operators of a licensed security officer company shall submit an application, fingerprints, and a written consent for a criminal history background check, in accordance with N.J.A.C. 13:55A-2.2(a) and (c), prior to gaining such an interest or control.

(b) The fee for licensing of additional owners or operators shall be the same as the fee for initial licensing set forth in N.J.A.C. 13:55A-2.2(b).

13:55A-2.5 Additional location or place of business

(a) A security officer company shall not open additional locations or places of business, that is, offices, sub-agencies, branches, without the approval of the Superintendent. All requests to add additional locations or places of business shall be submitted on a form provided by and in a manner prescribed by the Superintendent.

(b) The fee for licensing of additional locations or places of business shall be the same as the fee for initial licensing of locations or places of business set forth in N.J.A.C. 13:55A-2.3(b)2.

13:55A-2.6 Change in location or place of business

(a) No security officer company shall change its principal place of business or the location of any other licensed place of business, that is, offices, sub-agencies, branches, without the approval of the Superintendent. Requests for change of location(s) shall be submitted on a form provided by and a manner prescribed by the Superintendent.

(b) The security officer company shall submit with the request a non-refundable $ 200.00 change of location fee for each location or place of business affected.

13:55A-2.7 Renewal of a security officer company license

(a) All owners and operators of a licensed security officer company shall submit an application for renewal of the security officer company license, on a form provided by and a manner prescribed by the Superintendent, prior to the expiration of a current company license.

(b) Each owner and operator of a licensed security officer company seeking to be renewed shall submit to the Superintendent a non-refundable renewal fee of $ 200.00 along with a completed application for renewal.

(c) For each location and place of business, that is, offices, sub-agencies, branches, etc., listed in the renewal application, including the principal place of business, the licensed security officer company seeking renewal shall submit a non-refundable location renewal fee of $ 500.00.

(d) An owner or operator of a licensed security officer company may request an extension of time, in writing, from the Superintendent, if their renewal application will not be submitted prior to the expiration of a current company license. Requests for extension of time will be denied or approved on a case by case basis depending upon the circumstances which prevent a person from submission of the renewal application in a timely manner.

13:55A-2.8 Reproduction of license

No security officer company license shall be reproduced in any manner without the written approval of the Superintendent. All locations or places of business of a licensed security officer company shall display the original license issued for that location or place of business.

13:55A-2.9 Denial, revocation, suspension, or refusal to renew a license

(a) The Superintendent may deny any initial application for a security officer company license, revoke or suspend a current security officer company license, or refuse to renew a security officer company license, for any of the following reasons:

1. An owner or operator of the security officer company has been convicted of any act or acts which would be a first, second, third, or fourth degree crime under Title 2C, New Jersey Code of Criminal Justice;

2. An owner or operator of the security officer company has been convicted of any offense involving the unlawful use, possession, or sale, of a controlled dangerous substance as defined in N.J.S.A. 2C:35-2;

3. An owner or operator of the security officer company has been convicted of any offense where the issuance of a license would be contrary to the public interest, as determined by the Superintendent;

4. An owner or operator of the security officer company has violated one of the provisions of N.J.S.A. 45:19A-1 et seq., the Security Officer Registration Act;

5. An owner or operator of the security officer company has failed to comply with any of the rules in this chapter;

6. An owner or operator of the security officer company employs a person, or allows a person to perform the functions and activities of a security officer, who has failed to comply with the requirements for registration and certification specified in N.J.A.C. 13:55A-3;

7. An owner or operator of the security officer company has knowingly made a false material statement or omitted information in an application or any other form required by the Superintendent under these rules;

8. An owner or operator of the security officer company has demonstrated bad moral character, incompetence, or untrustworthiness; or

9. The Superintendent determines that good cause exists to deny, revoke, suspend, or refuse, renewal of a license in the interest of public safety.

13:55A-3.1 Security officers; minimum qualifications

A person seeking to be employed as, or perform the functions and activities of, a security officer shall be at least 18 years of age.

13:55A-3.2 Application for a certificate of registration as a security officer

(a) Any person seeking to be employed as, or perform the functions and activities of, a security officer shall submit an application for registration as a security officer on a form provided by and in a manner prescribed by the Superintendent. The application shall include the applicant's full name, date and place of birth, Social Security number, residence and telephone number and such other information as the Superintendent shall determine.

(b) An applicant for registration as a security officer shall submit a non-refundable application fee of $ 50.00 and a nonrefundable registry surcharge fee of $ 25.00 along with a completed application to the Superintendent.

(c) Any person seeking to be employed as, or perform the functions and activities of, a security officer shall submit fingerprints and a written consent for a criminal history background check to the Superintendent or in a manner prescribed by the Superintendent. Applicants for registration as a security officer shall bear the cost for the criminal history background check, including all costs of administering and processing the check, as required by N.J.A.C. 13:59.

(d) Any duly sworn law enforcement officer seeking to be employed as, or perform the functions and activities of, a security officer, who will be receiving compensation for his/her services directly from a licensed security officer company, shall submit an application for registration as a security officer and submit the required fees in accordance with (a) and (b) above. A duly sworn law enforcement officer seeking to be employed as, or perform the functions and activities of, a security officer shall be exempt from the requirements of (c) above.

(e) Any duly sworn law enforcement officer who performs the functions and activities of a security officer pursuant to an agreement between a law enforcement agency and a private contractor, and receives compensation from the law enforcement agency, shall be deemed to be employed within the scope of his employment with the law enforcement agency and shall be exempt from the requirements of (a) through (c) above.

(f) Any applicant who shall knowingly make a false statement in, or knowingly omit any material information from, an application as required by these rules, shall be denied a certificate and shall be subject to civil and/or criminal penalties as specified by the Security Officer Registration Act.

13:55A-3.3 Issuance of a temporary certificate of registration as a security officer

(a) The Superintendent, after examination of an application and such further inquiry and investigation as the Superintendent shall deem proper as to the good character, competency, and integrity of an applicant, shall advise the applicant in writing whether their application for a security officer certification has been approved or denied.

(b) The Superintendent shall issue a temporary certificate of registration as a security officer to an applicant who has complied with N.J.A.C. 13:55A-3.2(a) and (b), and who, unless exempted under N.J.A.C. 13:55A-3.2(d), has provided proof of being fingerprinted or proof of being scheduled for fingerprinting as required by N.J.A.C. 13:55A-3.2(c).

(c) A temporary certificate of registration as a security officer shall be valid for 30 days, during which time an applicant must complete an approved security officer training course as required by N.J.A.C. 13:55A-3.4.

13:55A-3.4 Completion of an approved security officer training course required

(a) Except as provided in (b) below, any person who is employed as, or is performing the functions and activities of, a security officer shall complete a security officer training course, approved by the Superintendent, within 30 days of employment or prior to the expiration of the temporary certificate of registration issued pursuant to N.J.A.C. 13:55A-3.3.

(b) Any duly sworn law enforcement officer who is employed as, or is performing the functions and activities of, a security officer pursuant to N.J.A.C. 13:55A-3.2(d) and who has completed police training at a recognized municipal, county, or state police academy, shall be exempt from the requirements of (a) above.

(c) Any person who is employed as, or is performing the functions and activities of, a security officer may request an extension of time, in writing, from the Superintendent if they have not completed a security officer training course within 30 days of employment or prior to the expiration of the temporary certificate of registration. Requests for extension will be approved or denied on a case-by-case basis depending upon the circumstances which prevent a person from completing the required security officer training course in a timely manner. (d) Any person who has not completed a security officer training course within 30 days of employment or prior to the expiration of the temporary certificate of registration, and who has failed to request an extension of time as required by (c) above, shall

immediately cease performing the functions and activities of, a security officer. Such persons must resubmit an application and application fees in accordance with N.J.A.C. 13:55A-3.2, prior to resuming the functions and activities of, a security officer.

13:55A-3.5 Issuance of a certificate of registration and a security officer identification card

(a) Upon completion of the required security officer training course, applicants having met the requirements of N.J.A.C. 13:55A-3.2(a) through (c) shall be issued a certificate of registration which shall be valid for a period of two years and shall thereafter be renewable every two years.

(b) Upon completion of the required security officer training course, applicants having met the requirements of N.J.A.C. 13:55A-3.2(a) through (c) shall be issued a security officer identification card which shall be valid only so long as the person retains a valid certificate of registration as a security officer.

(c) A security officer shall be responsible for safekeeping of the security officer identification card and shall not lend, let, or allow, any other person to use, possess, exhibit, or display the card.

(d) No person shall use, possess, exhibit, or display any license, card, shield, or badge, of any design or material purporting to authorize the holder or wearer to act as a security officer, unless that person holds a valid certificate of registration as a security officer issued by the Superintendent.

(e) No person shall duplicate or reproduce a security officer identification card in any manner without the written approval of the Superintendent.

(f) If it is established that a security officer identification card has been lost or destroyed, the Superintendent shall, upon payment of a non-refundable $ 20.00 duplication fee, cause to be issued a duplicate identification card.

(g) A security officer whose certificate of registration has been revoked, suspend, or not renewed, shall immediately surrender the identification card to the Superintendent. Any person who fails to surrender an identification card and/or misuses an identification card, as described in (c) through (e) above or as described in the Security Officer Registration Act, shall be subject to civil and/or criminal penalties as specified in N.J.S.A. 45:19A-1 et seq.

13:55A-3.6 Renewal of security officer certificate of registration

(a) A person holding a valid security officer certificate of registration who wishes to renew, shall submit an application for renewal on a form provided by and in a manner prescribed by the Superintendent, and proof of having completed a biennial security officer refresher training course, as required by N.J.A.C. 13:55A-4.2, prior to the expiration of the current certification.

(b) An applicant for renewal shall submit to the Superintendent a non-refundable renewal fee of $ 40.00 and a nonrefundable registry surcharge fee of $ 20.00 along with the completed application.

13:55A-3.7 Denial, revocation, suspension of, or refusal to renew, a security officer certification of registration

(a) The Superintendent may deny any initial application for a security officer certificate of registration, revoke or suspend any current certificate of registration, or refuse to renew any certificate of registration, for any of the following reasons:

1. The person holding a certificate, applying for certification, or applying for renewal of certification, has been convicted of any act or acts which would be a first, second, third, or fourth degree crime under Title 2C, New Jersey Code of Criminal Justice;

2. The person holding a certificate, applying for certification, or applying for renewal of certification, has been convicted of any offense involving the unlawful use, possession, or sale, of a controlled dangerous substance as defined in N.J.S.A. 2C:35-2;

3. The person holding a certificate, applying for certification, or applying for renewal of certification, has been convicted of any offense where certification would be contrary to the public interest, as determined by the Superintendent;

4. The person holding a certificate, applying for a certification, or applying for renewal of certification, is alleged to have violated one of the provisions of N.J.S.A. 45:19A-1 et seq., the Security Officer Registration Act;

5. The person holding a certificate, applying for a certification, or applying for renewal of certification, has failed to comply with any of the rules in this chapter;

6. The person holding a certificate, applying for a certification, or applying for renewal of certification, has knowingly made a false material statement or omitted information in an application or any other form required by the Superintendent under these rules;

7. The person holding a certificate, applying for a certification, or applying for renewal of certification, has demonstrated bad moral character, incompetence, or untrustworthiness; or

8. The Superintendent determines that good cause exists to deny, revoke, suspend, or refuse, renewal of a certificate of registration in the interest of public safety.

13:55A-4.1 Security officer training course

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

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

1. Homeland security and counter-terrorism;

2. Communications/emergency response;

3. Theft prevention;

4. Limits on the use of force;

5. Detention of suspects;

6. Ethics and professional conduct;

7. First aid/CPR/AED; and

8. Any other subject areas the Superintendent determines are necessary in the interest of public safety.

13:55A-4.2 Security officer refresher training course

(a) Except for law enforcement officers exempt from initial training under N.J.A.C. 13:55A-3.4(b), all registered security officers shall complete an approved eight-hour refresher course of classroom instruction taught by a certified security officer instructor prior to having the certification renewed pursuant to N.J.A.C. 13:55A-3.6.

(b) The course of instruction shall include, but not be limited to, additional instruction in each of the general subject areas listed in N.J.A.C. 13:55A-4.1(b).

13:55A-5.1 Security officer instructor; minimum qualifications

(a) A person seeking to become a certified security officer instructor shall be at least 25 years of age.

(b) A person seeking to become a certified security officer instructor must have:

1. A combined 20 years of experience working as a duly sworn law enforcement officer or working in a supervisory or management capacity for a security officer company licensed under this chapter, the Private Detective's Act of 1939, or the laws of any other jurisdiction;

2. A combined 15 years of experience working as a duly sworn law enforcement officer or working in a supervisory or management capacity for a security officer company licensed under this chapter, the Private Detective's Act of 1939, or the laws of any other jurisdiction, and an associates degree from a fully accredited college or university; or

3. A combined 10 years of experience working as a duly sworn law enforcement officer or working in a supervisory or management capacity for a security officer company licensed under this chapter, the Private Detective Act of 1939, or the laws of any other jurisdiction, and a bachelors degree from a fully accredited college or university.

13:55A-5.2 Application to become a certified security officer instructor

(a) A person seeking to become a certified security officer instructor shall submit an application for registration as a security officer instructor on a form provided by, and in a manner prescribed by, the Superintendent. The application shall include the applicant's full name, date and place of birth, Social Security number, residence and telephone number, requisite experience, company name, location, name of supervisor, duties, contact telephone number for experience verification, and such other information as the Superintendent shall determine. An applicant for registration as a security officer instructor shall submit to the Superintendent a non-refundable initial application fee of $ 200.00 and a nonrefundable registry surcharge fee of $ 25.00 along with a completed application.

(b) A person seeking to become a certified security officer instructor, or perform the functions and activities of, a certified security officer instructor, shall submit fingerprints and a written consent for a criminal history background check to the Superintendent or in a manner prescribed by the Superintendent. Applicants for registration as a certified security officer instructor shall bear the cost for the criminal history background check, including all costs of administering and processing the check, as required by N.J.A.C. 13:59.

(c) Only certified security officer instructors shall conduct security officer training courses or security officer refresher training courses for the purposes of these rules after the operative date of the Security Officer Registration Act, March 1, 2006.

13:55A-5.3 Completion of an approved security officer instructor training course

(a) A person seeking to become a certified security officer instructor must complete a 40-hour course of instruction entitled "Security Officer Instructor Training Course," which is approved by, and administered in a manner prescribed by, the Superintendent.

(b) The Security Officer Instructor Training Course shall assure that persons seeking to become certified security officer instructors are knowledgeable in the general subject areas of instruction required by security officers under N.J.A.C. 13:55A-4.1(b) and are competent to impart that knowledge to security officers.

13:55A-5.4 Issuance of a security officer instructor certificate of registration and a security officer instructor identification card

(a) Upon completion of the required security officer instructor training course, applicants having met the requirements of N.J.A.C. 13:55A-5.2(a) and (b) shall be issued a security officer instructor certificate of registration which shall be valid for a period of two years and shall thereafter be renewable every two years.

(b) Upon completion of the required security officer instructor training course, applicants having met the requirements of N.J.A.C. 13:55A-5.2(a) and (b) shall be issued a security officer instructor identification card which shall be valid so long as a person retains a valid certificate of registration as a security officer instructor.

(c) A security officer instructor shall be responsible for safekeeping of the identification card and shall not lend, let, or allow, any other person to use, possess, exhibit, or display, the card.

(d) No person shall use, possess, exhibit, or display, any license, card, shield, or badge, of any design or material purporting to authorize the holder or wearer to act as a security officer instructor, unless that person holds a valid certificate of registration as a security officer instructor issued by the Superintendent.

(e) No person shall duplicate or reproduce a security officer instructor identification card in any manner without the written approval of the Superintendent.

(f) If it is established to the satisfaction of the Superintendent that a security officer instructor identification card has been lost or destroyed, the Superintendent shall, upon payment of a $ 20.00 duplication fee, cause to be issued a duplicate identification card.

(g) A security officer instructor whose certificate of registration has been revoked, suspended, or not renewed, shall immediately surrender the certificate of registration to the Superintendent. Any person who fails to surrender an identification card and/or misuses an identification card, as described in (c) through (e) above, or as described in the Security Officer Registration Act, shall be subject to civil and/or criminal penalties as specified in N.J.S.A. 45:19A-1 et seq.

13:55A-5.5 Renewal of a security officer instructor certificate of registration

(a) A security officer instructor who wishes to renew a certificate of registration shall submit an application for renewal on a form provided by and in a manner prescribed by the Superintendent, and proof of having completed a biennial security officer instructor refresher training course, as required by N.J.A.C. 13:55A-5.6, prior to the expiration of the current certification.

(b) An applicant for renewal shall submit a non-refundable renewal fee of $ 100.00 and a non-refundable registry surcharge fee of $ 25.00 along with a completed application to the Superintendent.

13:55A-5.6 Security officer instructor refresher course

All licensed security officer instructors must complete an approved 16-hour refresher course of instruction entitled "Security Officer Instructor Refresher Course," approved by and administered in a manner prescribed by the Superintendent, prior to having their certification renewed pursuant to N.J.A.C. 13:55A-5.5.

13:55A-5.7 Denial, revocation, suspension of, or refusal to renew, a security officer instructor certification of registration

(a) The Superintendent may deny any initial application for a security officer instructor certificate of registration, revoke, or suspend, any current certificate of registration or refuse to renew any certificate of registration for any of the following reasons:

1. The person holding a certificate, applying for certification, or applying for renewal of certification, has been convicted of any act or acts which would be a first, second, third, or fourth degree crime under Title 2C, New Jersey Code of Criminal Justice;

2. The person holding a certificate, applying for certification, or applying for renewal of certification, has been convicted of any offense involving the unlawful use, possession, or sale, of a controlled dangerous substance as defined in N.J.S.A. 2C:35-2;

3. The person holding a certificate, applying for certification, or applying for renewal of certification, has been convicted of any offense where certification would be contrary to the public interest, as determined by the Superintendent;

4. The person holding a certificate, applying for a certification, or applying for renewal of certification, has violated one of the provisions of the Security Officer Registration Act, N.J.S.A. 45:19A-1 et seq.;

5. The person holding a certificate, applying for a certification, or applying for renewal of certification, has failed to comply with any of the rules in this chapter;

6. The person holding a certificate, applying for a certification, or applying for renewal of certification, has knowingly made a false material statement or omitted information in his/her application or any other form required by the Superintendent under these rules;

7. The person holding a certificate, applying for a certification, or applying for renewal of certification, has demonstrated bad moral character, incompetence, or untrustworthiness; or

8. The Superintendent determines that good cause exists to deny, revoke, suspend, or refuse, renewal of a certificate of registration in the interest of public safety.

13:55A-6.1 Badges and uniforms

(a) A licensed security officer company or employee of a licensed security officer company shall not use a title, badge, uniform, or other insignia, which is likely to be confused with that of any law enforcement officer of the Federal government, a state, or any political subdivision thereof.

(b) The use, exhibit, and display, of the great Seal of the State of New Jersey by a licensed security officer company or employee of a licensed security officer company is strictly prohibited by N.J.S.A. 52:2-3.

13:55A-6.2 Issuance of licensed security officer company identification card required

(a) A licensed security officer company shall issue a company identification card to any security officer that it employs, in a form prescribed by the Superintendent, which shall:

1. Identify the security officer by name and certification number;

2. Identify the security officer by a one square inch photograph;

3. Identify the security officer company by name and license number;

4. Be signed by the security officer.

(b) A licensed security officer shall attach his/her company identification card to the outside of his/her uniform while employed as, or performing the functions of, a security officer, except where doing so would compromise the security officer's safety and/or assignment.

(c) A licensed security officer shall carry his or her company identification card and his/her security officer identification card, issued pursuant to N.J.A.C. 13:55A-3.5(b), whenever employed as, or performing the functions of, a security officer and shall produce same upon request, except where doing so would compromise the security officer's safety and/or assignment.

13:55A-6.3 Maintenance and reporting of security officer records

(a) A licensed security officer company shall require each person it employs as a security officer to execute and furnish a signed and notarized "employee statement" on a form provided by and in a manner prescribed by the Superintendent. Employee statements will be retained in safekeeping by the security officer company and shall be accessible to the Superintendent at all times.

(b) A licensed security officer company shall record and maintain detailed work records of each person it employs as a security officer, which shall include the following:

1. Dates and hours worked;

2. Assignment and location of assignment;

3. Duties and responsibilities;

4. Special instructions, if any, given to employee prior to assignment;

5. Brief summaries of any noteworthy incidents occurring during an employee's assignment, including but not limited to, incidents requiring police and/or other emergency responders to assist or be present at a scene.

(c) A licensed security officer company shall immediately, upon granting of the license, submit to the Superintendent a detailed list of all security officers in their employ. The list shall include the security officer's:

1. Full name;

2. Date of birth;

3. Social Security number;

4. Sex; and

5. Date of employment.

(d) A licensed security officer company shall, within five business days of employing additional security officers, submit to the Superintendent the information required in (c) above, on a form provided by and a manner prescribed by the Superintendent.

(e) A person who, as an owner or operator of a licensed security officer company employs a security officer who has not applied for registration with the Superintendent as required by N.J.A.C. 13:55A-3.2(a) through (d), shall be subject to civil and/or criminal penalties as specified by the Security Officer Registration Act.

(f) A licensed security officer company shall advise the Superintendent, in writing, of the voluntary resignation of a security officer within five business days.

(g) A licensed security officer company shall advise the Superintendent, in writing, within 48 hours of terminating the employment of a security officer for cause of the termination and the reasons for the termination.

13:55A-6.4 Retention of security officer records

All security officer records which are required to be kept by licensed security officer companies under these rules or under the Security Officer Registration Act shall be retained for the duration of a security officer's employment with the security officer company and for an additional period of five years after a security officer's employment with the security officer company has ended.

13:55A-6.5 Inspection of security officer records

(a) For the purpose of investigating whether a person has engaged in, or is engaging in, any act or practice declared unlawful under these rules or under the Security Officer Registration Act, or for the purpose of investigating the character, competency, integrity, or methods of operation of applicants, licensees or registrants therein, or of any owner or operator of any licensed security officer company, the Superintendent shall have the power to:

1. Inspect any premises owned and operated by a licensed security officer company, at any time and without notification;

2. Examine and impound any record, book, computer, electronic database, recording device, document, account, paper, or other tangible thing, which is connected with any investigation; and

3. Require that any applicant, licensee, registrant, or any owner or operator of any licensed security officer company file, on such forms as may be prescribed by the Superintendent, a statement or report, in writing, under oath, or otherwise, as to the facts and circumstances concerning any matter being investigated.

13:55A-7.1 Notice of security officer training courses required

A security officer instructor shall, by the last day of each month, forward a training schedule for the following month, which shall include dates, times, and locations, of any scheduled security officer

training courses or security officer refresher training courses that he/she will be conducting pursuant to N.J.A.C. 13:55A-4.

13:55A-7.2 Maintenance and reporting of security officer instructor training records

(a) A security officer instructor who is certified pursuant to these rules shall maintain detailed records of all security officer training courses or security officer refresher training courses which he/she has conducted, which shall include the dates, times, and locations, of instruction and a detailed list of the security officers enrolled in the course.

(b) Upon completion of a security officer training course or security officer refresher training course, the security officer instructor conducting the course shall, within five business days, forward a detailed list of all security officers who attended the course, on a form provided by and in a manner prescribed by the Superintendent, which shall include the security officer's:

1. Full name;

2. Date of birth;

3. Social Security number;

4. Sex; and

5. Whether a security officer completed or failed to complete the required training.

(c) A security officer instructor shall retain all training records for a minimum of five years.

13:55A-7.3 Observation of training and inspection of security officer instructor records

(a) The Superintendent, or a designee, may periodically attend security officer training courses, without prior notice, in order to assure that both the content and quality of instruction being provided to security officers is satisfactory.

(b) The Superintendent, or a designee, shall have the right to inspect any and all security officer instructor training records, without prior notice, in order to assure compliance with these rules.

13:55A-8.1 Disposition of fees for implementation and administration; electronic registry

All application and registry fees required by and submitted pursuant to these rules shall be made payable to the "Superintendent of the Division of State Police" and shall be placed into a special fund, the Security Officer Registration Fund, which is to used solely for implementation and administration of the Security Officer Registration Act and for maintenance of an electronic registry which shall list all persons who are registered as security officers and/or as security officer instructors.

13:55A-8.2 Submission of applications, forms, and other documents

(a) All applications, forms, and other documents, required by these rules shall be forwarded to the headquarters of the Division of State Police in the Department of Law and Public Safety in a manner prescribed by the Superintendent which may include electronic submission.

(b) Unless otherwise prescribed by the Superintendent, applications, forms, and other documents shall be mailed to:

Superintendent
Division of State Police
Post Office Box 7068
River Road
West Trenton, N.J. 08628-0068

13:55A-8.3 Notice and hearings

(a) The Superintendent shall notify the applicant or licensee in writing denial, revocation, suspension of, or refusal to renew, a security officer company license, security officer certification of registration, or security officer instructor certification of registration, and shall state the reasons for the action.

(b) The Superintendent shall afford the applicant or licensee an opportunity to be heard thereon in person or by counsel. A request for such an opportunity to be heard shall be made in writing to the Superintendent within 15 days of the receipt of notice provided in (a) above.

(c) All hearings shall be held in accordance with the provisions of the Administrative Procedures Act, N.J.S.A. 52:14B- 1 et seq., and the Uniform Administrative Procedure Rules, N.J.A.C. 1:1.

SECURITY OFFICER REGISTRATION ACT
(SORA)

AN ACT concerning the regulation of security guards, supplementing Title 45 of the Revised Statutes and amending P.L.1939, c.369 and P.L.1971, c.342.

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

C.45:19A-1 Short title.

1. This act shall be known and may be cited as the "Security Officer Registration Act."

C.45:19A-2 Definitions relative to security officers.

2. As used in this act:

a. "Owner" or "operator" means an officer, director, member, sole proprietor, partner or associate of a private security company.

b. "Security officer" means any person who performs any of the following functions or activities as an employee, agent or subcontractor of a security officer company as defined in subsection c. of this section for a fee, hire or reward, notwithstanding the fact that other functions and activities may also be performed by the same person for fee, hire or reward:

(1) protection of person or property, real or personal, from injury or harm or for any other purpose whatsoever;

(2) deterrence, observation, detection or reporting of incidents and activities for the purpose of preventing the theft, or the unlawful taking, conversion, concealment or misappropriation of goods, wares, merchandise, money, bonds, stocks, notes or other valuable instruments, documents, papers or articles; or

(3) deterrence, observation, detection or reporting of incidents and activities for the purpose of preventing any unauthorized or unlawful activity, including but not limited to, robbery, burglary, arson, criminal mischief, vandalism or trespass.

The term shall not mean or include, and nothing in this act shall apply to, any law enforcement officer of this State, or any political subdivision of the State, while in the actual performance of

his duties. For the purposes of this section, a law enforcement officer shall be deemed to be in the actual performance of his duties if the law enforcement officer is in uniform, or is exhibiting evidence of his authority, is performing public safety functions on behalf of and as assigned by his chief of police or the chief law enforcement officer of his law enforcement agency and is receiving compensation, if any, from his law enforcement agency at the rates or stipends as are established by law. A law enforcement officer shall not be deemed to be in the actual performance of his duties, for the purposes of this section, if the law enforcement officer is performing private security functions or activities for a private employer while receiving compensation for those duties from the private employer, and a law enforcement officer shall not wear his uniform, or otherwise exhibit evidence of his authority as a law enforcement officer, while performing private security functions or activities for a private employer.

c. "Security officer company" means any body, board, person, firm, corporation, partnership, proprietorship, joint venture, fund, authority or similar entity that is organized for the purpose of or primarily engages in the business of furnishing for a fee, hire, reward or compensation one or more security officers. The term shall not mean or include, and nothing in this act shall apply to, any board, body, commission or agency of the United States of America or of this State or any other state, territory or possession of the United States of America, or any county, municipality or school district or any officer or employee solely, exclusively and regularly employed by any of the foregoing. The term shall include any business of watch, guard or patrol agency.

d. "Superintendent" means the Superintendent of the Division of State Police in the Department of Law and Public Safety.

C.45:19A-3 Licensing of security officer companies; requirements.

3. a. No person shall engage in the business of a security officer company, or advertise or hold out a business to be a security officer company, unless the business is licensed by the Superintendent as set forth in this section. Any person who violates the provisions of this section shall be guilty of a crime of the fourth degree.

b. An application to be licensed as a security officer company shall be submitted to the Superintendent by each owner and operator of the company, on a form and in a manner prescribed by the Superintendent, and shall contain the following information:

(1) the full name, age, which shall be at least 25 years, and residence of the owners or operators of the security officer company;

(2) the full and complete employment history of the owners or operators;

(3) that the owners or operators have five years' law enforcement experience and are no longer employed by or attached in any capacity whatsoever to a law enforcement agency, or five

years' experience working in a supervisory or management capacity for a licensed security officer company;

(4) the municipality and location of the security company's principal place of business and any office, bureau, agency or subdivision of the company; and

(5) such further information as the Superintendent may require to show the good character, competency and integrity of the owners or operators of the security officer company. Each application shall be accompanied by the written approval, for each owner or operator of the security officer company, of not less than five reputable citizens who have known the applicant for at least three years preceding the date of application and who shall certify that the applicant is a person of good moral character and behavior.

Any person who shall knowingly make a false statement in or knowingly omit any material information from the application required by this subsection shall be guilty of a crime of the fourth degree in addition to any other crime or offense specified by law.

c. No security officer company shall be licensed under the provisions of this section if any owner or operator of the company has been convicted, as indicated by a criminal history record background check performed pursuant to the provisions of this section, of: a crime of the first, second, third or fourth degree; any offense involving the unlawful use, possession or sale of a controlled dangerous substance as defined in N.J.S.2C:35-2; or any offense where the issuance of a license would be contrary to the public interest, as determined by the Superintendent. The fingerprints of each owner or operator and the written consent of the owner or operator shall be submitted to the Superintendent for a criminal history record background check to be performed. The Superintendent shall compare these fingerprints with fingerprints on file with the State Bureau of Identification in the Division of State Police and the Federal Bureau of Investigation consistent with applicable State and federal laws, rules and regulations. The owner or operator shall bear the cost for the criminal history record background check, including all costs of administering and processing the check.

d. The Superintendent, when satisfied with the examination of any application and such further inquiry and investigations as he shall deem proper as to the good character, competency and integrity of the applicant, shall issue a license to an approved security officer company upon payment of a fee in an amount established by the Superintendent by rule and regulation and execution of a bond in a manner, form and amount satisfactory to the Superintendent as established by rule and regulation. The license shall be renewable every two years upon payment of a renewal fee in an amount established by the Superintendent by rule and regulation. The license may be revoked or suspended by the Superintendent for a violation of any of the provisions of this act or for other good cause.

e. The revocation or suspension of any license by the Superintendent shall be subject to notice and a hearing.

f. A person who, as an owner or operator of a licensed security officer company employs a security officer who is not registered with the Superintendent as required under section 4 of this act shall be guilty of a crime of the fourth degree in addition to any other crime or offense specified by law. Each violation of this section shall constitute a separate offense.
Each owner and operator of a licensed security officer company shall be liable, accountable and responsible for the actions and conduct in connection with the employer's business of each security officer employed by the company.

g. A security officer company shall require each person in its employ to execute and furnish a verified statement, to be known as an "employee's statement," which shall set forth the employee's full name, age, residence, place and date of birth and such other information as the superintendent shall require by rule or regulation. The security officer company shall retain in safe keeping each "employee's statement." The Superintendent shall at all times be given access to and may from time to time examine each "employee's statement" retained by the security officer company as provided in this subsection.

h. A security officer company shall immediately but in no case after 48 hours, notify the Superintendent if a security officer is terminated for cause at any time.

C.45:19A-4 Registration required for security officers.

4. a. No person shall be employed as, or perform the functions and activities of, a security officer unless that person is registered with the Superintendent as required in this section. Any person who violates the provisions of this section shall be guilty of a crime of the fourth degree.

b. An application for registration as a security officer shall be filed with the Superintendent on a form and in a manner prescribed by the Superintendent and shall set forth under oath:

(1) the applicant's full name, age, which shall be at least 18 years, and residence;

(2) the name and address of all employers or occupations engaged in for the immediately preceding five years;

(3) that the applicant has not been convicted of any disqualifying crime or offense as set forth in subsection c. of this section; and

(4) such further information as the Superintendent may require to show the good character, competency and integrity of the applicant.

Any person who shall knowingly make a false statement in, or knowingly omit any material information from, an application as required by this subsection shall be guilty of a crime of the fourth degree in addition to any other crime or offense specified by law.

c. No person shall be issued a certificate of registration as a security officer under the provisions of this section if the person has been convicted, as indicated by a criminal history record background check performed pursuant to the provisions of this section, of: a crime of the first, second, third or fourth degree; any offense involving the unlawful use, possession or sale of a controlled dangerous substance as defined in N.J.S.2C:35-2; or any offense where the registration of the individual would be contrary to the public interest, as determined by the Superintendent. Each applicant shall submit to the Superintendent the applicant's fingerprints and written consent for a criminal history record background check to be performed. The Superintendent shall compare these to fingerprints on file with the State Bureau of Identification in the Division of State Police and the Federal Bureau of Investigation, consistent with applicable State and federal laws, rules and regulations. The applicant shall bear the cost for the criminal history record background check, including all costs of administering and processing the check.

d. A person whose application has been approved by the Superintendent shall complete the required education and training program established in section 5 of this act. Upon satisfactory completion of this program, and upon the payment of a fee in an amount established by the Superintendent, the applicant shall be entitled to and the Superintendent shall issue and deliver to the applicant a security officer certificate of registration.

e. The Superintendent may revoke or suspend such certificate of registration for a violation of any of the provisions of this act or for other good cause. A certificate of registration shall be surrendered to the Superintendent within 72 hours after its term has expired or after notice in writing to the holder that the certificate of registration has been revoked.

f. The certificate of registration shall be renewed every two years upon forms prescribed by the Superintendent and payment of a fee in an amount established by the Superintendent by rule and regulation. The certificate of registration may be renewed without further investigation unless it is deemed by the Superintendent that the applicant no longer qualifies or verified objections to the renewal are received by the Superintendent prior to issuance.

g. The revocation or suspension of any certificate of registration by the Superintendent shall be subject to notice and a hearing.

C.45:19A-5 Establishment of education and training program.

5. a. An education and training program for security officers shall be established by the Superintendent through rule and regulation. The program shall consist of such subjects and courses as the Superintendent may deem appropriate and shall include a minimum number of hours of classroom or other instruction.

b. In implementing and administering the education and training program required in subsection a. of this section, the Superintendent shall have the power:

(1) to implement and administer or approve the minimum courses of study and training;

(2) to implement and administer or approve physical and psychological testing and screening of applicants;

(3) to issue certificates of approval to schools approved by the Superintendent and to withdraw certificates of approval from those schools disapproved by the Superintendent;

(4) to certify instructors pursuant to the minimum qualifications established by the Superintendent;

(5) to consult and cooperate with universities, colleges, community colleges and institutes for the development of specialized courses for security officers;

(6) to consult and cooperate with departments and agencies of this State, other states and the federal government concerned with training of security officers;

(7) to certify those persons who have satisfactorily completed basic educational and training requirements;

(8) to annually visit and inspect approved schools;

(9) to establish reasonable charges for training and education provided by the Superintendent; and

(10) to make such rules and regulations and to perform such other duties as may be reasonably necessary or appropriate to implement the education and training program.

C.45:19A-6 Issuance of identification card to registered security officer.

6. a. The Superintendent shall cause to be issued to a registered security officer an identification card containing such information as the Superintendent shall prescribe. The identification card shall incorporate appropriate security features.

b. A person who is issued an identification card pursuant to subsection a. of this section shall be responsible for its safekeeping and shall not lend, let or allow any other person to use, possess, exhibit or display the card.

c. No person shall use, possess, exhibit or display any license, card, shield or badge of any design or material purporting to authorize the holder or wearer to act as a security officer, unless such person holds a valid certificate of registration as a security officer pursuant to section 4 of this act.

d. If it is established to the satisfaction of the Superintendent that an identification card has been lost or destroyed, the Superintendent shall, upon payment of an appropriate fee, cause to be issued a duplicate identification card for the unexpired portion of the term of the registration.

e. Any person who violates the provisions of this section shall be guilty of a crime of the fourth degree in addition to any other crime or offense specified by law.

C.45:19A-7 Electronic registry of security officers; registration fee.

7. a. The Superintendent shall develop and maintain an electronic database or similar electronic registry, which shall be accessible by licensed security officer companies, and which shall list all persons who are registered as security officers pursuant to the provisions of this act and such other information as the Superintendent shall require by rule and regulation.

b. Each applicant for a certificate of registration as a security officer shall pay a fee to the Superintendent in an amount established by the Superintendent by rule and regulation. These fees shall be used exclusively for the development and maintenance of the electronic database or registry established pursuant to subsection a. of this section.

C.45:19A-8 Additional penalties.

8. a. In addition to any other penalties prescribed by this act or any other law, an owner or operator of a licensed security officer company who employs a security officer in violation of the provisions of this act shall be liable to a civil penalty not to exceed $10,000 for the first offense and not more than $20,000 for a second or subsequent offense. For the purposes of this subsection, each violation shall constitute a separate offense.

b. In addition to any other penalties prescribed by this act or any other law, a person who permits himself to be employed as or performs the functions and activities of a security officer while in violation of the provisions of this act shall be liable to a civil penalty not to exceed $1,000 for a first offense and not more than $2,500 for a second or subsequent offense. For the purposes of this subsection, each violation shall constitute a separate offense.

c. A penalty imposed under subsection a. or b. of this section shall be recovered in a civil action pursuant to "The Penalty Enforcement Law of 1999," P.L.1999, c.274 (C.2A:58-10 et seq.).

C.45:19A-9 Powers of Superintendent.

9. For the purpose of investigating whether a person has engaged in, or is engaging in, any act or practice declared unlawful under this act, or for the purpose of investigating the character, competency, integrity or methods of operation of applicants, licensees or registrants

hereunder, or of any owner or operator of any licensed security officer company, the Superintendent shall have the power to:

a. Require any person to file on such form as may be prescribed by the Superintendent, a statement or report in writing under oath, or otherwise, as to the facts and circumstances concerning any matter being investigated;

b. Administer oaths or affirmations and examine any person in connection with any investigation;

c. Inspect any premises and examine and impound any record, book, computer, electronic database, recording device, document, account, paper or other tangible thing, without prior notification, in connection with any investigation;

d. Hold investigative hearings and issue subpoenas to compel the attendance of any person or the production of any record, book, computer, electronic database, recording device, document, account, paper or other tangible thing in connection with any investigation; and

e. Apply to the Superior Court for an order compelling compliance with any subpoena or other request for information.

C.45:19A-10 Violations; revocation, suspension of licence; prosecution.

10. A violation of any of the provisions of this act shall be cause for revocation or suspension of any license or registration issued hereunder, notwithstanding that the same violation may constitute a crime or other offense under the laws of this State or any other state or jurisdiction. An indictment, prosecution and conviction arising out of any of the provisions of this act shall not be construed to preclude, if the evidence so warrants, an indictment, prosecution and conviction for any other crime or offense in this State or any other state or jurisdiction.

C.45:19A-11 Compliance required by March, 2006.

11. Each owner or operator of a security officer company and each person employed as a security officer on the effective date of this act shall comply with the requirements of this act by the first day of the seventh month after its effective date.

C.45:19A-12 Rules, regulations.

12. The Superintendent shall promulgate rules and regulations necessary to carry out the provisions of this act.

§§5,6 -
C.45:19A-6.1 &
45:19A-6.2
§7 - Note

P.L.2015, CHAPTER 295, ***approved January 19, 2016***
Assembly, No. 4105 ***(First Reprint)***

AN ACT concerning security officers, designated as "[1]Detective[1] Melvin [1]Vincent[1] Santiago's Law," and amending and supplementing P.L.2004, c.134.

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

1. Section 2 of P.L.2004, c.134 (C.45:19A-2) is amended to read as follows:

2. As used in this act:

a. "Owner" or "operator" means an officer, director, member, sole proprietor, partner or associate of a private security company.

b. "Security officer" means any person who performs any of the following functions or activities as an employee, agent or subcontractor of a security officer company as defined in subsection c. of this section for a fee, hire or reward, notwithstanding the fact that other functions and activities may also be performed by the same person for fee, hire or reward; or any person who [1]carries a firearm in the performance of the person's duties and[1] performs any of the following functions and activities as an exclusive employee of a company maintaining a proprietary or in-house security function as defined in subsection e. of this section whose primary duty is to provide these security functions and activities for that company and whose services are not contracted to any other entity or person:

(1) protection of person or property, real or personal, from injury or harm or for any other purpose whatsoever;

(2) deterrence, observation, detection or reporting of incidents and activities for the purpose of preventing the theft, or the unlawful taking, conversion, concealment or misappropriation of goods, wares, merchandise, money, bonds, stocks, notes or other valuable instruments, documents, papers or articles; or

(3) deterrence, observation, detection or reporting of incidents and activities for the purpose of preventing any unauthorized access, entry or unlawful activity, including but not limited to, robbery, burglary, arson, criminal mischief, vandalism or trespass.

The term shall not mean or include, and nothing in this act shall apply to, any law enforcement officer of this State, or any political subdivision of the State, while in the actual performance of his duties. For the purposes of this section, a law enforcement officer shall be deemed to be in the actual performance of his duties if the law enforcement officer is in uniform, or is exhibiting evidence of his authority, is performing public safety functions on behalf of and as assigned by his chief of police or the chief law enforcement officer of his law enforcement agency and is receiving compensation, if any, from his law enforcement agency at the rates or stipends as are established by law. A law enforcement officer shall not be deemed to be in the actual performance of his duties, for the purposes of this section, if the law enforcement officer is performing private security functions or activities for a private employer while receiving compensation for those duties from the private employer, and a law

enforcement officer shall not wear his uniform, or otherwise exhibit evidence of his authority as a law enforcement officer, while performing private security functions or activities for a private employer.

c. "Security officer company" means any body, board, person, firm, corporation, partnership, proprietorship, joint venture, fund, authority or similar entity that is organized for the purpose of or primarily engages in the business of furnishing for a fee, hire, reward or compensation one or more security officers. The term shall not mean or include, and nothing in this act shall apply to, any board, body, commission or agency of the United States of America or of this State or any other state, territory or possession of the United States of America, or any county, municipality or school district or any officer or employee solely, exclusively and regularly employed by any of the foregoing. The term shall include any business of watch, guard or patrol agency.

d. "Superintendent" means the Superintendent of the Division of State Police in the Department of Law and Public Safety.

e. "Company maintaining a proprietary or in-house security function" means any body, board, person, firm, corporation, partnership, proprietorship, joint venture, fund, authority or similar entity that is organized for the general purpose of conducting business, but which also employs persons [1]who are required to carry a firearm in the performance of their duties[1] to provide [1]armed[1] security services exclusively for their business or employees, and does not contract these employees to any other entity or person.

[1]f. "Loss prevention employee" means an unarmed employee of a company whose primary responsibility is loss prevention and the protection of assets of that company.[1]

(cf: P.L.2004, c.134, s.2)

2. Section 4 of P.L.2004, c.134 (C.45:19A-4) is amended to read as follows:

4. a. [1]**[**No**]** A[1] person shall [1]not[1] be employed as a security officer by a security officer company or a company maintaining a proprietary or in-house security function, or perform the functions and activities of **[**,**]** a security officer, unless that person is registered with the superintendent as required in this section.

[1]The requirements of this section shall not apply to:

(1) a loss prevention employee;

(2) an employee of a company whose business includes hosting sporting and entertainment events at an arena or stadium where a State, county, or municipal law enforcement agency is on the premises during the event and whose in-house security employees do not carry handguns or other licensed weapons;

(3) a security officer employed by a company maintaining a proprietary or in-house security function whose in-house security employees do not carry handguns or other licensed weapons; or

(4) a security employee regulated under federal law.[1]

Any person who violates the provisions of this section shall be guilty of a crime of the fourth degree.

b. An application for registration as a security officer shall be filed with the superintendent on a form and in a manner prescribed by the superintendent and shall set forth under oath:

(1) the applicant's full name, age, which shall be at least 18 years, and residence;

(2) the name and address of all employers or occupations engaged in for the immediately preceding five years;

(3) that the applicant has not been convicted of any disqualifying crime or offense as set forth in subsection c. of this section; and

(4) such further information as the superintendent may require to show the good character, competency and integrity of the applicant.

Any person who shall knowingly make a false statement in, or knowingly omit any material information from, an application as required by this subsection shall be guilty of a crime of the fourth

degree in addition to any other crime or offense specified by law.

c. No person shall be issued a certificate of registration as a security officer under the provisions of this section if the person has been convicted, as indicated by a criminal history record background check performed pursuant to the provisions of this section, of: a crime of the first, second, third or fourth degree; any offense involving the unlawful use, possession or sale of a controlled dangerous substance as defined in N.J.S.2C:35-2; or any offense where the registration of the individual would be contrary to the public interest, as determined by the superintendent. Each applicant shall submit to the superintendent the applicant's fingerprints and written consent for a criminal history record background check to be performed. The superintendent shall compare these to fingerprints on file with the State Bureau of Identification in the Division of State Police and the Federal Bureau of Investigation, consistent with applicable State and federal laws, rules and regulations. The applicant shall bear the cost for the criminal history record background check, including all costs of administering and processing the check.

d. A person whose application has been approved by the superintendent shall complete the required education and training program established in section 5 of this act. Upon satisfactory completion of this program, and upon the payment of a fee in an amount established by the superintendent, the applicant shall be entitled to and the superintendent shall issue and deliver to the applicant a security officer certificate of registration.

e. The superintendent may revoke or suspend such certificate of registration for a violation of any of the provisions of this act or for other good cause. A certificate of registration shall be surrendered to the superintendent within 72 hours after its term has expired or after notice in writing to the holder that the certificate of registration has been revoked.

f. The certificate of registration shall be renewed [every two years] 1every two years by an applicant for an unarmed security officer position and1 each year 1by an applicant for an armed security officer position1 upon forms prescribed by the superintendent [and payment of]. The applicant shall pay a fee in an amount established by the superintendent by rule and regulation and shall complete an eight-hour refresher course of classroom instruction taught by a certified security officer instructor. The certificate of registration may be renewed without further investigation unless it is deemed by the superintendent that the applicant no longer qualifies or verified objections to the renewal are received by the superintendent prior to issuance.

g. The revocation or suspension of any certificate of registration by the superintendent shall be subject to notice and a hearing.

(cf: P.L.2004, c.134, s.4)

3. Section 8 of P.L.2004, c.134 (C.45:19A-8) is amended to read as follows:

8. a. In addition to any other penalties prescribed by this act or any other law, an owner or operator of a licensed security officer company or a company maintaining a proprietary or in-house security function who employs a security officer in violation of the provisions of this act shall be liable to a civil penalty not to exceed $10,000 for the first offense and not more than $20,000 for a second or subsequent offense. For the purposes of this subsection, each violation shall constitute a separate offense.

b. 1(1)1 In addition to any other penalties prescribed by this act or any other law, a person who permits himself to be employed as or performs the functions and activities of a security officer while in violation of the provisions of this act shall be liable to a civil penalty 1[not to exceed] of not more than1 $1,000 for a first offense and not more than $2,500 for a second or subsequent offense. For the purposes of this subsection, each violation shall constitute a separate offense.

1(2) In addition to any other penalties prescribed by this act or any other law, a certified security officer instructor who fails to comply with rules and regulations governing the functions of a certified security officer instructor shall be liable to a civil penalty of not more than $1,000 for a first offense and

not more than $2,500 for a second or subsequent offense. For the purposes of this subsection, each violation shall constitute a separate offense.[1]

c. A penalty imposed under subsection a. or b. of this section shall be recovered in a civil action pursuant to "The Penalty Enforcement Law of 1999," P.L.1999, c.274 (C.2A:58-10 et seq.).
(cf: P.L.2004, c.134, s.8)

4. Section 11 of P.L.2004, c.134 (C.45:19A-11) is amended to read as follows:

11. Each owner or operator of a security officer company or company maintaining a proprietary or in-house security function, and each person employed as a security officer on the effective date of this act and any act amendatory or supplementary thereto shall comply with the requirements of this act by the first day of the [seventh] thirteenth month after its effective date or the effective date of any act amendatory or supplementary thereto.

Any person employed as a security officer by a company maintaining a proprietary or in-house security function or who performed the functions and activities of a security officer for such a company prior to the effective date of this amendatory and supplementary act shall complete the education and training program established pursuant to section 5 of P.L.2004, c.134 (C.45:19A-5) and register as a security officer with the superintendent pursuant to section 4 of P.L.2004, c.134 (C.45:19A-4) no later than the first day of the thirteenth month following the effective date of this act.
(cf: P.L.2004, c.134, s.11)

5. (New section) A security officer who carries a firearm in the performance of his duties shall wear a standardized uniform as prescribed by the superintendent in rules and regulations. [1]These rules and regulations shall require SORA Level 2 armed security officers to wear on their uniform a badge indicating this status and armed security officers who wear company-issued shirts to have the word "SECURITY" printed on the reverse side of the shirt.[1]

6. (New section) A security officer, when carrying a firearm in the performance of his duties, shall secure the weapon in a level 3 or higher security holster.

7. This act shall take effect on the first day of the sixth month after enactment.

Expands scope of law governing registration of security guards; designated as "Detective Melvin Vincent Santiago's Law."